MORTGAGE OF REAL ESTATE-G.R.E.M. 2 THE STATE OF SOUTH CAROLINA, County of Greenville, TO ALL WHOM THESE PRESENTS MAY CONCERN: I, Miss M. E. Howell Miss M. E. Howell Whereas, promissory, sealed note in writing, of even date with these present in and by ____. well and truly indebted to __ D. L. Kay Thirty-five hundred and no/100 (\$ 3500.00) Dollars, to be paid one year ofter my death, but in case of my death before the death of the payee, then this security and the note hereby secured to be cancelled by a conveyance of the property pleded, to the payee tereof subject, however, to a certain written, signed, sealed and notarized instrument setting forth certain conditions to be performed by the mortgagor from date here if, with interest thereon from date hereof _at the rate of__five_ be computed and paid annually from .__per centum per annum, to date until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this morpage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deeped by the holder thereof necessary for the protection of his interests to place and the holder should place the said one or the mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including the per cent, of the indebtedness as attorneys' fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt said Miss M. E. Mowell NOW KNOW ALL MEN, that_ in consideration of the said debt and sum of money aforesaid, and for the better securing the payment according to the terms of the said note, and also in consideration of the further sum of Three D mortgagor mortgagee in hand well and truly paid by the said____ receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said D. L. Kay: That certain lot of land, with the improvements thereon, in Chick Springs Township, School District 9-B said County and State, on the north Side of the Dual Lane Super Highway, or National Highway No. 29, near the town of Taylors, and being that part left of the 5.45 acres conveyed to Mabel E. Lea by Cynthia J. Crosby, by deed recorded in Vol, 115, page 586, after deducting the area taken up by said dual lane highway and the lot sold to J. Treeman, recorded in Vol. 226, page 340, and as shown by plat thereof prepared by H. S. Brockman, Surveyor, Dec. 30th. 1940, and thereon delineated as follows: Beginning at an iron pin on the right of way of the Super Highway No. 29, on the northern side the reof, and being J. L. Freeman's corner, and mans thence with Freeman's line, N. 15-10 W. 424.2 feet to a stone on Edwards' line; thence with Will Edwards' line, S. 73-45 W. 316.1 feet to a stake in woods road, corner of Will Edwards' lands; thence with another line of Will Edwards, S. 9-15 E. 584.5 feet to a stake on the northern edge of the right of way of the Super Highway No. 29; thence with said right of way, N. 51-20 E. 408 feet to the beginning corner, containing 3.93 acres. In case of the death of the grantee herein before the death of the grantor herein this mortgage and the note hereby secured, to both be cancelled and delivered to the said mortgagor in as her own property, and this security to be null and void as a lies on her property. This security is executed under the conditions herein written and elso the conditions of the certain written, sealed and notarized contract between the said parties and mich the grantee herein accepts and agrees to by the acceptance hereof. This security not to be assigned, pledged or transferredo?