

MORTGAGE OF REAL ESTATE

VALLEY, EVANS & CROSSWELL CO., CHARLESTON, S. C. 14566-9-13-40

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA :

COUNTY OF GREENVILLE :

TO ALL WHOM THESE PRESENTS MAY CONCERN:

LAWRENCE E. ARNOLD and CARRIE A. ARNOLD SEND GREETING:

WHEREAS, we, the said Lawrence E. Arnold and Carrie A. Arnold, in and by our certain promissory note in writing, of even date with these presents, are well and truly indebted to the State Capital Life Insurance Company, a North Carolina corporation with its principal place of business in the City of Raleigh, Wake County, North Carolina, in the full and just sum of One Thousand Two Hundred (\$1,200.00) Dollars to be paid in twelve (12) equal annual installments of One Hundred (\$100.00) Dollars each, first installment due and payable January 1, 1943, and the succeeding installments to become due and payable on the first day of January each year thereafter until \$1,200.00 is paid in full, with interest thereon from January 1, 1942, at the rate of six (6%) per cent, per annum, to be computed and paid annually 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 unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; said note further providing for an attorney's fee of ten per centum besides all costs and expenses of collection, to be added to the amount due on said note and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind (all of which is secured under this mortgage) as in and by the said note, reference being thereunto had, will more fully appear.

NOW, KNOW, ALL MEN, That we, the said Lawrence E. Arnold and Carrie A. Arnold, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said State Capital Life Insurance Company according to the terms of the said note, and also in consideration of the further sum of three Dollars, to us, the said Lawrence E. Arnold and Carrie A. Arnold in hand and truly paid by the said State Capital Life Insurance Company at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said State Capital Life Insurance Company.

All that certain piece, parcel or tract of land situate, lying and being in Butler Township, Greenville County, State of South Carolina, lying on the road to Air Port, and being known as tract number seven (7) of the C. R. Bramlett farm according to plat prepared by W. J. Riddle, Surveyor, March 23, 1937, containing fifteen and ninety one hundredths (15.90) acres, to be the same more or less, and being more particularly described according to said plat as follows:

Beginning at a point in the center line of the road to the Air Port, said beginning point being a common corner of tracts three (3), four (4), eight (8) and seven (7) in the division as aforesaid, and being situate South 70 degrees 08 minutes West a distance of 550 feet from the intersection of said road to the Air Port and the Old Free Road, and runs thence along the road to the Air Port South 63 degrees West 490 feet to a stake, the northwestern corner of tract number six (6); thence along the line of tract number six (6), South 29 degrees 30 minutes East 1459 feet to a stake in the line of tract number nine (9); thence along the line of tract number nine (9) North 33 degrees East 650 feet to a stake, the southeast corner of tract number eight (8); thence along the line of tract number eight (8) North 33 degrees 55 minutes West 1140 feet to a stake, the point of beginning, containing fifteen and ninety one hundredths (15.90) acres, to be the same more or less, and being tract number one (1) of the lands conveyed to State Capital Life Insurance Company by Atlantic Joint Stock Land Bank of Raleigh by deed dated July 10, 1941, recorded in Book 236, Page 404, in the RMC Office for Greenville County, South Carolina, to which reference is hereby made.

This mortgage deed is made subject to a right of way easement in favor of Duke Power Company as of record doth appear.

TOGETHER WITH all and singular the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the Premises before mentioned unto the said State Capital Life Insurance Company, its successors and assigns forever. And we do hereby bind our heirs, executors and administrators to warrant and forever defend all and singular the said Premises unto the said State Capital Life Insurance Company, its successors and assigns, from and against our heirs, executors, administrators and assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And the said mortgagors agree to insure the house and buildings on said lot in a sum not less than none Dollars in a company or companies satisfactory to the mortgagee, and keep the same insured from loss or damage by fire and assign the policy of insurance to the said mortgagee.