

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE.

I, *Marjeth H. Nier,*

WHEREAS, SOUTHEASTERN LIFE INSURANCE COMPANY, a corporation chartered under the laws of the State of South Carolina, has issued to

SEND GREETING:

its certain policy of insurance, bearing register date the... day of... 192..., and numbered..., agreeing to pay to the beneficiary therein named upon receipt of due proof of the death of the insured, provided premiums have been duly paid and said policy be then in force and be then surrendered properly released the sum of;

accordance with the terms and conditions of said policy this day duly assigned to SOUTHEASTERN LIFE INSURANCE COMPANY, as is evidenced by the note which this mortgage secures; and

Whereas, I the said *Marjeth H. Nier*

in and by *my* certain promissory note in writing, of even date with these presents, *am* well and truly indebted to SOUTHEASTERN LIFE INSURANCE COMPANY, a corporation chartered under the laws of the State of South Carolina, in the full and just sum of

Thirtyfive Hundred (\$*3,500.00*) DOLLARS, to be paid at its Home Office in Greenville, S. C. together with interest thereon from date, at the rate of *5 1/2 %* per centum per annum payable quarterly, both principal and interest being payable on an amortization plan as follows:

In thirty (30) quarterly installments of \$117.22 quarterly installments of:

One Hundred and 10/100 (\$117.22) Dollars, each and a final installment of *Ninety-nine and 64/100 (\$99.64)*

The first installment being payable on the *29th* day of *December* 192*6*
The second installment being payable on the *29th* day of *March* 192*7*
The third installment being payable on the *29th* day of *June* 192*7*
The fourth installment being payable on the *29th* day of *September* 192*7*

and the successive installments on the same dates in each succeeding year thereafter, until the entire principal sum with all interest thereon, is paid in full; and in the event default is made in the payment of any installment or any part thereof, as therein provided, the same shall bear simple interest from the date of such default until paid, at the rate of *10 %* per centum, per annum.

And if any portion of principal or interest be at any time past due and unpaid, or in case of the default in the payment of any premium on said policy of insurance, or if default be made in respect to any condition, agreement or covenant contained herein, 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, 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 deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then in either of said cases, the mortgagor promises to pay all costs and expenses, including ten (10%) 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.

NOW, KNOW ALL MEN, That I the said *Marjeth H. Nier*

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said SOUTHEASTERN LIFE INSURANCE COMPANY, according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to *me* the said *Marjeth H. Nier*

in hand well and truly paid by the said SOUTHEASTERN 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 SOUTHEASTERN LIFE INSURANCE COMPANY.

All that certain piece, parcel or lot of land, with the buildings and improvements thereon, situate in Greenville Township, Greenville County, State of South Carolina, at the southeast corner of Hillcrest Drive and Bennett Street being known and designated as Lot no. 124, on Plat of North Hills property and having according to said plat, which is recorded in the R. M. C. Office for Greenville County in Plat Book "H" at page 136, the following metes and bounds, to-wit:

Beginning at an iron pin at the southeast corner of the intersection of Hillcrest Drive and Bennett Street, and running thence with the South side of Hillcrest Drive, S. 66-55 E. 70.1 feet to an iron pin at the corner of lots 124 and 125; thence with the joint line of said lots S. 19-17 N. 192.5 feet to an iron pin in the northern line of Lot 123; thence with the line of said lot N. 71-00 W. 71 feet to an iron pin on the East side of Bennett Street; thence with the East side of said Bennett Street, N. 19-17 E. 197.3 feet to an iron pin, the beginning corner. This is the identical lot conveyed to the mortgagee by deed of Beatrice D. Plyler, dated September 28th, 1936 and recorded in the R. M. C. Office for Greenville County in Deeds Volume 187, page 342.