Vol. 211.

Form 1.

MORTGAGE OF REAL ESTATE

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 63423

THE STATE OF SOUTH CAROLINA,
County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

W.R. Lupo SEND GREETING:

WHEREAS, I, the said W.R. Lupo in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to Pilot Life Insurance Company in the full and just sum of Five thousand Dollars, payable as follows: $250.00 on June 15, 1929; $250.00 on Dec. 15, 1929; $250.00 on June 15, 1930; $250.00 on Dec. 15, 1930; $250.00 on June 15, 1931; $250.00 on Dec. 15, 1931; $250.00 on June 15, 1932; $250.00 on Dec. 15, 1932; $250.00 on June 15, 1933; $250.00 on Dec. 15, 1933; $250.00 on June 15, 1934; $250.00 on Dec. 15, 1934; $250.00 on June 15, 1935; $250.00 on Dec. 15, 1935; $250.00 on June 15, 1936; $250.00 on Dec. 15, 1936; $250.00 on June 15, 1937; $250.00 on Dec. 15, 1937; $250.00 on June 15, 1938; $250.00 on Dec. 15, 1938,

Dollars to be paid

with interest thereon, from date until paid at the rate of 6 per cent per annum to be computed and paid semi-annually until paid in full all interest not paid when due to bear interest at the 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 hereof, who may sue thereon and foreclose this mortgage, said note further providing for an attorney's fee of ten per cent of the amount due besides all costs and expenses of collection, to be added to the amount due on said note, 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, as will more fully appear.

NOW, KNOW ALL MEN, That I, the said W.R. Lupo in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Pilot 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 W.R. Lupo in hand well and truly paid by the said Pilot 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 Pilot Life Insurance Company: All that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, on the West side of the Augusta Road, containing 1.81 acres, and having the following metes and bounds according to a survey and plat made by Dalton & Neves, Engs. Dec., 1928. Commencing at an iron pin on the west side of the Augusta Road at corner of property now or formerly owned by Caldwell and Richardson and running thence S. 80-48 W. 374.5 feet to an iron pin on the Augusta Road; thence with the old Augusta Road N. 3-0 E. 97 feet to a pin; thence still with the Old Augusta Road N. 9-0 E. 141 feet to an iron pin, corner of property of Lupo Estate; thence N. 78-30 E. 288 feet to an iron pin on the Augusta Road; thence with the Augusta Road S. 14-0 E. 241.5 feet to the beginning corner. Said lot consists of a one acre lot conveyed to W.R. Lupo by W.B. McDaniel by deed dated Jan. 6, 1916, and recorded in Vol. 73, page 27, R.M.C. Office for Greenville County, S.C., and a portion of the lot conveyed to W.R.Lupo by E.E.-Ashmore by deed dated Feb. 26, 1918 and recorded in Vol. 43, page 351, R.M.C. Office for Greenville County, S.C.

And it is understood and agreed that this mortgage is executed and accepted upon the following conditions: That the mortgagor shall insure his life, or the life of some other person for his benefit, in some reputable insurance company doing business in the State of South Carolina, in a sum not less than Five Thousand ($5,000.00) Dollars, and shall keep the said policy of insurance in force during the period for which said note and mortgage shall run, which said policy of insurance shall be assigned to the Company herein, as collateral security for the debt hereby secured, and in the event of the death of the assured during the period for which said note and mortgage may run, it shall be the duty of the Company herein named, at the request of the holder of said note and mortgage, or of the Guarantor herein named, to declare all of said indebtedness due and payable immediately, to collect the amount due on the said policy of insurance and apply the proceeds to the payment of any of said indebtedness then remaining unpaid, together with all interest and any sum paid by the holder or holders of the said note and mortgage, or by the Guarantor, for taxes, insurance, or to remove prior liens or encumbrances and to the discharge of the debt hereby created, including any expense incurred in discharging said debt, rendering the over-plus, if any, to the legal representative of the mortgagor, or to the beneficiary or beneficiaries under said policy or policies as the case may be, but, if the mortgagor shall fail to pay the premiums of said policy or policies of insurance as the same shall become due and payable, then, upon the application of the Guarantor, it shall be the duty of the company hereinbefore named to declare all of the said indebtedness immediately due and payable and to advertise and convey the said property and distribute the proceeds as hereinbefore set out.