

STATE OF SOUTH CAROLINA,  
County of Greenville

I, **Guy B. Foster**



WHEREAS, I the said **Guy B. Foster**

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 THIRTEEN THOUSAND, FIVE HUNDRED AND NO/100 (\$13,500.00) DOLLARS, to be paid at its Home Office in Greenville, S. C., together with interest thereon from date

hereof until maturity at the rate of five (5) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 9th day of June, 1940, and on the 9th day of each month of each year thereafter the sum of \$ 143.24, to be applied on the interest and principal of said note, said payments to continue up to including the 9th day of April, 1950, and the balance of said principal and interest to be due and payable on the 9th day of May, 1950; the aforesaid monthly payments of \$ 143.24 each are to be applied first to interest at the rate of five (5) per centum per annum on the principal sum of \$ 13,500.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, 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 seven (7%) per centum per annum.

And if any portion of principal or interest due at any time past due and unpaid, 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 and in either of said cases the mortgagor promises to pay all costs and expenses including (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 **Guy B. Foster** 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 **Guy B. Foster** 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, lying and being at the Southwest corner of the intersection of East McBee Avenue and McDaniel Avenue in the City of Greenville, County of Greenville, State of South Carolina, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the Southwest corner of the intersection of East McBee and McDaniel Avenues, and running thence with the West side of McDaniel Avenue in a Southerly direction 253.2 feet to an iron pin on the right of way line of C. & W. C. Railway Company; thence in a Westerly direction along said right-of-way line, being at all points parallel with the track of said railroad, and at all points 25 feet distant from the center of said track, 408.98 feet to an iron pin in the old western line of the Cleveland property; thence along the old western line of said Cleveland property N. 33-3/4 E. 389 feet to an iron pin on the South side of East McBee Avenue; thence along the South side of East McBee Avenue S. 72 E. 200 feet to the beginning corner; this is the identical property conveyed to the mortgagor by deed of H. Douglas Gray and others, dated April 30th, 1937, and recorded in the R. M. C. Office for Greenville County, S. C., in Deeds Volume 198, at page 309, less a small strip along the Western side of McDaniel Avenue, which was heretofore conveyed by the mortgagor in the City of Greenville by deed recorded in the R. M. C. Office for said County in Deeds Volume 202 at page 99.

#4665  
RECORDED  
APR 20 1945  
Ollie J. Jansworth  
REC. OF GREENVILLE COUNTY, S.C.  
3:31 P.M.