

State of South Carolina,

County of GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, FRED HYATT

(herein called Mortgagor, whether one or more persons) SEND(S) GREETING:

WHEREAS, the Mortgagor and Jewell Hyatt

.....in and by a certain promissory note in writing, of even date with these presents, are well and truly indebted to the SOUTHERN LIFE INSURANCE COMPANY, a corporation chartered under the laws of the State of North Carolina, (hereinafter called Mortgagee) in the full and just sum of Eight Thousand Two Hundred and No/100ths----- (\$ 8,200.00...) DOLLARS, to be paid at its Home Office in Greensboro, North Carolina, together with interest on the unpaid balance thereof remaining unpaid from time to time, from date hereof until maturity, at the rate of five & one-half (5½%) per cent per annum, said principal and interest being due and payable as follows:

\$56.41 on the 22nd day of September, 19 58.

\$56.41 on the 22nd day of each and every month thereafter until the said principal sum together with all accrued interest thereon is paid in full, it being understood that said monthly payments shall be applied first to interest and then to the reduction of the principal sum remaining unpaid from time to time.

If any installment of said principal or interest is not paid when due, or if said note is 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, a reasonable attorney's fee of not less than ten (10%) per cent of the amount involved shall be added to the amount due under said note and shall be collectible thereunder. If any installment of interest is not payable at its maturity, the same shall thereafter bear interest at the rate of seven (7%) per cent per annum until paid. In the event of failure to pay any interest or any installment of principal, or any portion of either, or any other sums required to be paid by said note and this mortgage, as the same become due, or in the event of failure to perform and comply with any and all of the other covenants, terms and provisions of said note and this mortgage, and/or the other instrument or instruments, if any, which secure this note, and such failure or default shall continue for a period of thirty days, then in any of said events said principal sum and all advancements made pursuant to the provisions of this mortgage, together with all unpaid interest thereon shall be at once due and payable at the option of SOUTHERN LIFE INSURANCE COMPANY, its successors or assigns, and be collectible without further notice, by proceedings or otherwise. Provisions as to prepayment, contained in said note, are incorporated herein by reference.

NOW, KNOW ALL MEN, that the said Mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee, its successors and assigns, according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor in hand well and truly paid by the said Mortgagee, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, unto the said Mortgagee, its successors and assigns, that certain tract or parcel of land located in Greenville County, State of South Carolina, more particularly described as follows:

All that piece, parcel or lot of land situate, lying and being on the Northwestern side of Wilcun Drive near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 2 as shown on a plat prepared by Jones & Sutherland, dated March 14, 1958, entitled "Property of James E. Williams", recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book KK at page 115, and having according to said plat and also according to a more recent plat prepared by Jones & Sutherland, Engineers, dated July 30, 1958, entitled "Property of Fred Hyatt", the following metes and bounds:

BEGINNING at a point in the center of Wilcun Drive at the joint front corner of Lots Nos. 2 and 3, and running thence with the line of Lot No. 3 N. 34-30 W. 352.4 feet, to an iron pin; thence N. 36-50 E. 118.5 feet to an iron pin at the joint rear corner of Lots Nos. 1 and 2; thence with the line of Lot No. 1 S. 34-30 E. 382.4 feet to a point in the center of Wilcun Drive; thence with the center of Wilcun Drive S. 51-30 W. 112 feet to the point of beginning.

This is the identical property conveyed to the mortgagor herein by deed of James E. Williams, dated April 9, 1958, and recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 596 at page 63.