

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA, }  
COUNTY OF GREENVILLE. }

I, D. E. Darby,

WHEREAS, I, the said D. E. Darby

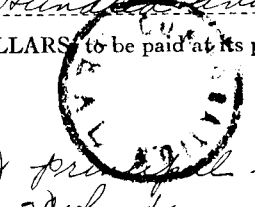
SEND GREETING:

and by *my* certain promissory note in writing, of even date with these presents, well and truly indebted to *am* SOUTHEASTERN LIFE INSURANCE COMPANY, a corporation chartered under the laws of the State of South Carolina, in the full and just sum of *Twenty-five hundred and no/100* \$ *2500.00* DOLLARS to be paid at its principal office in Greenville, S. C.

as follows:-

*Twenty-five (\$25.00) Dollars to be paid on the 28th day of March, 1937, and Twenty-five (\$25.00) Dollars on the 28th day of June, September, December and March of each year thereafter up to and including the 28th day of September, 1946, and then for the principal remaining unpaid on the 28th day of December, 1946,*

*Paid in full this date the 26th of March 1946 by Liberty Life Ins. Co. P. Darby*



#5706 SATISFIED AND CANCELLED DAY OF *Apr.* 19*46*  
*Allie Garnsworth*  
P.M.S. OFFICE OF GREENVILLE COUNTY, S.C.

with interest thereon from *this date* at the rate of *10* percent, per annum, to be computed and paid *quarterly* on the *28th* day of *September, June and December* in each year 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 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* percent. of the indebtedness as attorney's 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 *D. E. Darby* 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 *D. E. Darby* 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

*With P. Darby*  
*W. Earl Bus*  
All that piece, parcel or tract of land situate, lying and being in *Liberty* Township, County and State aforesaid, and being designated as lot no. *11* of a plat of the "Salt" ware place, near Pelzer, S.C., on the Augusta Road, as shown by plat made by W. N. Willis, September, 1919, and recorded in P. M. S. Office for Greenville County in Plat Book "E" at page 152, said tract containing 13.6 acres, more or less.

Being the same property conveyed to the mortgagor herein by deed of *K. T. Darby* dated December 28th, 1936 and recorded in the P. M. S. office for Greenville County in Deeds Volume *191*, page *194*;