

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE. }

WHEREAS,

I, Malell L. Payne

the said Malell L. Payne

SEND GREETING:

n and by

"my

certain promissory note in writing, of even date with these presents, Ann

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 Five Thousand
5 of 100 (\$5,000.00) DOLLARS, to be paid at its principal office in Greenville, S. C.

The sum of five hundred (\$500.00) Dollars to be paid on the 31st day of January, 1938, and the sum of five hundred (\$500.00) Dollars on the 31st day of July and January of each year thereafter up to and including the 31st day of January, 1942, and the balance remaining unpaid on the 31st day of July, 1942, with the privilege to the borrower to make additional payments on the principal on my interest payment date, provided, however, that not more than One Thousand (\$1,000.00) Dollars shall be paid at any one time,

with interest thereon from date at the rate of five (5%) per cent. per annum, to be computed and paid semi-annually on the 31st day of January and July 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 on 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 attorney's fees, 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, Malell L. Payne, the said Malell L. Payne, 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 Malell L. Payne, 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~~ ^{described} property known as lot of land in ~~the~~ ^{Block} 4 of the City of Greenville, County of Greenville, State of South Carolina, on the south side of East Washington Street and having the following metes and bounds to wit:

Begins at an iron pin on the south side of East Washington Street at corner of ~~old~~ ^{present} now or formerly belonging to Mr. Weldon, and running thence with said Weldon line, S. 19th E. 100^{ft} to an iron pin on the old Boyce line; thence N. 71^E. 46^{ft} to an iron pin. Thence N. 19^E. 77^{ft} to an iron pin in center of a ten foot driveway; thence with the center of said driveway, N. 19^E. 100^{ft} to an iron pin on the south side of East Washington Street, thence with the south side of East Washington Street, S. 73^E. 46^{ft} to the beginning ~~opposite~~.

To defter with the right of the mortgagor herein to and to the use of that said driveway, partly on the above described property and partly on the property adjoining and lying immediately west thereof, which driveway is 10 feet in width, and runs from the south side of East Washington Street to a depth of 102 feet in a southerly direction.

This is the identical property conveyed to the mortgagor herein by deed of Home Building & Loan Association, dated July 3, 1937, and recorded in the P.M. Office for Greenville County, S.C., in Deed Volume 194, at page 52.