

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA, }  
COUNTY OF GREENVILLE. }

WHEREAS, J. B. Smith the said

J. B. Smith

SEND GREETING:

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 One Thousand No. 100  
(\$ 1,000.00) DOLLARS, to be paid at its principal office in Greenville, S. C.

in monthly installments as follows: Beginning on the 1st day of August, 1938, and on the 1st day of each month thereafter the sum of seventy-five (\$75.00) Dollars until paid in full; the aforesaid monthly payments of seventy-five (\$75.00) Dollars each are to be applied first to interest at the rate of six (6%) per cent. per annum on the principal sum of One Thousand (\$1,000.00) Dollars, or so much as shall from time to time remain unpaid, and the balance of each monthly installment shall be applied to account of principal.

with interest thereon from the date hereof at the rate of six (6%) per cent. per annum to be computed and paid monthly and principal monthly on the annuity of 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 three (3%) 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 J. B. Smith the said J. B. Smith 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 J. B. Smith 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 here by 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 tract of land, with the buildings and improvements situate thereon, in the State and County aforesaid, in Greenville Township, on the southeast side of Lowndes Hill Road, and having according to plat of property of J. B. Smith, made by Dalton & Nease Engineers, June, 1938, the following metes and bounds, to-wit:

Beginning at an iron pin in the southeast side of Lowndes Hill Road and running thence along said Road, S. 58-13 N. 290.07 feet; thence still with said Road, S. 87-13 N. 450 feet; thence still with said Road, N. 82-58 E. 250 feet; thence leaving the present Lowndes Hill Road and following the line of the old Lowndes Hill Road, N. 55-13 E. 100 feet; thence still with the old Lowndes Hill Road, crossing Richland Creek, N. 86-03 E. 100 feet to a point in line of property formerly of McLee Manufacturing Company; thence along line of property formerly of McLee Manufacturing Company, S. 36-52 E. 394.5 feet to an iron pin in concrete set in old road; thence partly along the southwest side of said old road, S. 36-05 E. 476.1 feet to an iron pipe at branch; thence along the branch as a line, S. 51-58 E. 100 feet; S. 27-11 E. 100 feet; S. 48-11 E. 111 feet; thence leaving said branch and crossing an old road, N. 1-52 E. 218 feet to a stone by post; thence along line of John Davenport property, N. 55-23 E. 415 feet to a stone; thence still with the Davenport line, S. 36-27 E. 326 feet to an iron pin in line of Evans property; thence along line of Evans property, N. 49-36 E. 290.7 feet to a stake; thence, N. 36-22 E. 718.7 feet, more or less, partly along line of Vaughn property to an iron pin and stone, the point of beginning containing 14.15 acres, more or less.

Being the same tract of land conveyed to the mortgagor herein by J. D. Robins by deed dated July 7, 1938, and recorded in the R. M. C. Office for Greenville County, in Deed Book 204, at page 411, and being the same land conveyed to the said J. D. Robins by Harlow D. Cooper in two separate tracts, by deed dated September 15, 1937, and duly entered of record in the R. M. C. Office for

SAITIFIED AND CANCELLED ON 1st DAY OF April 1938 Greenville County, S. C.