

MORTGAGE OF REAL ESTATE

WALKER, EWANS & COGSWELL CO., CHARLESTON, S. C. 14586-9-13-40

STATE OF SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY COME.

J. E. Cabler of Greenville County, in the State aforesaid, SEND GREETING:

WHEREAS, the said mortgagor is indebted in and by a certain note of even date herewith for the principal sum of Two Thousand and Five Hundred Dollars, said note being payable to the order of The Life Insurance Company of Virginia, a corporation, at its Home Office, Richmond, Virginia, in installments as follows:

Payable in 31 quarterly installments due respectively Dec. 1, 1940 and every three months thereafter. The first 30 installments to be for \$100.00 each and the 31st and final installment to be for remaining balance of principal, plus accrued interest. Payment for each quarterly installment when received by noteholder shall be first applied to accrued interest at the rate of 5% per annum on the then outstanding balance of the loan and the residue of said installment payment to be applied to the reduction of principal.

NOW KNOW ALL MEN, That the said mortgagor in consideration of the said Debt and Note aforesaid, and for the better securing the payment of the same or of any renewal or extension thereof in whole or in part, and the performance of the covenants herein contained, to the said The Life Insurance Company of Virginia, according to the condition of the said Note, and also in consideration of the further sum of one dollar to said mortgagor in hand well and truly paid by the said Company at and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant bargain and sell and release, unto the said The Life Insurance Company of Virginia, its successors and assigns the following property situated in the County of Greenville City or Town of Greenville, State of South Carolina, to wit:

All that piece, parcel or lot of land, situate lying and being in Ward One, City of Greenville, State and County aforesaid, and having the following metes and bounds, to-wit:-

BEGINNING at a stake on the west side of David Street at corner of property now or formerly owned by W. R. Stewart and running along said Stewart line S 71 W one hundred thirty-three and five-tenths feet (133.5) to a stake; thence N 28 W thirty-six and nine-tenths feet (36.9) to a stake; thence S 57 W ninety feet to a stake; thence S 34-20 E ninety-one (91) feet to a stake, corner of property now or formerly owned by R. M. Dacus thence along line of said Dacus lot N 65-10 E two hundred five and six-tenths (205.6) feet to a stake on David Street thence along said David Street N 23-50 W. fifty-one and nine-tenths (51.9) feet to the beginning corner.

Being the same property conveyed to J. E. Cabler by The Life Insurance Company of Virginia by Deed dated the 22 day of August 1940, and filed for record in the office of the Register of Mesne Conveyance for Greenville County, South Carolina in Volume _____, page _____.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining; also all electric wiring, heating plumbing and heating fixtures and appliances for heating, lighting, and refrigeration, screens, awnings, shades, or other equipment now or hereafter installed in or on said premises by the mortgagor, or owner, and used or for use therein or thereon shall be held to be real fixtures and part of the mortgaged property hereby conveyed whether attached to the free-hold or not and subject to the lien of this instrument; provided, however, that trade fixtures and other ^{personal} fixtures of any tenent now or hereafter installed are not intended to be included in this provision and shall not be in any wise affected hereby or subject to the lien hereof.

TO HAVE AND TO HOLD all and singular the said premises unto the said The Life Insurance Company of Virginia, its successors and assigns forever. And the mortgagor hereby binds himself his heirs, executors, administrators and assigns, to warrant and forever defend all and singular the said premises unto the said Company, its successors and assigns, from and against the mortgagor and all other persons lawfully claiming or to claim the same or any part thereof.

PROVIDED ALWAYS, NEVERTHELESS, and it the true intention and meaning of the parties to these Presents, that if the said mortgagor do, and shall, well and truly pay, or cause to be paid, unto the said Company, or its order or Agent, the said debt or sum of money aforesaid, with the interest thereon to time of payment, and shall perform the Covenants herein contained, according to the true intention and meaning of said Note and this Mortgage, then this Deed of Bargain and Sale shall cease, determine and be utterly null and void; otherwise it shall remain in full force and virtue.

1. AND IT IS COVENANTED, By and between the said parties, that the said mortgagor shall and will insure the house and buildings on said land in such Insurance Company or Companies as may be approved by the said The Life Insurance Company of Virginia, or its Agents, in the sum of not less than \$2,500.00 fire and \$2,000.00 tornado and will keep the same insured from loss or damage by fire and tornado and will assign the Policy or Policies of Insurance to the said Company; and that in case the mortgagor shall at any time neglect or fail so to do, then the said Company or its Agent may cause the same to be insured in its name, and reimburse itself for the premium and expenses of such insurance, with interest, with interest thereon at the rate of six per centum per annum; and that the same shall stand secured by this Mortgage.