MORTGAGE OF REAL ESTATE.   WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 673

THE STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:
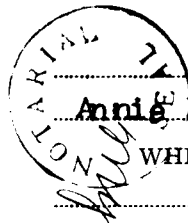
Annie Hughey Curry   SEND GREETING:

WHEREAS, I, the said   Annie Hughey Curry

in and by my certain five promissory note s in writing, of even date with these presents, am well and truly indebted to

the Pilot Life Insurance Company

in the full and just sum of Three thousand ($3,000.00)

Dollars, to be paid $300.00 one year after date, $300.00 two years after date, $300.00 three years after date, $300.00 four years after date and $1,800.00 five years after date

with interest thereon from date at the rate of 6 per cent, per annum, to be computed and paid semi-annually

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 s to become immediately due, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and in case said note s, 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 his 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 per cent. 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 Annie Hughey Curry

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said

Pilot Life Insurance Company

according to the terms of the said note s, and also in consideration of the further sum of Three Dollars, to me, the said

Annie Hughey Curry in hand, well and truly paid by the said

Pilot 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 Pilot Life Insurance Company: All that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State and County aforesaid, Being Lot No. 3 of the Overbrook Subdivision, and having the following metes and bounds: Beginning at an iron pin on the South side of North Street and running thence S. 72-41 E. 200.7 feet to an iron pin joint corner of lots Nos. 3 and 4; thence S. 13-16 W. 70 feet to an iron pin, joint corner of Lots Nos. 2 and 3; thence N. 74-40 W. 200.2 feet to an iron pin on said North Street; thence with line of said Street N. 13-18 E. 80 feet to the point of beginning, according to a plat of the property of Overbrook Land Company by H. Olin Jones, dated September 17, 1913 and recorded in the Office of R.M.C. for Greenville County in Plat Book E, at page 251.
And it is understood and agreed that this mortgage is executed and accepted upon the following conditions: That the mortgagor shall insure her life in some reputable insurance Company, doing business in the State of South Carolina, in a sum not less than Three Thousand ($3000.00) Dollars, and shall keep the said policy of insurance in force during the period for which the said notes and mortgage shall run, which said policy of insurance shall be assigned to the company herein, as collateral security for the debt hereby secured, and in the event of the death of the said assured during the period for which said notes and mortgage may run, it shall be the duty of the Company herein named at the request of the holder of said notes and mortgage, or of the guarantor herein named, to declare all of said indebtedness due and payable immediately, to collect the amount due on the said policy of insurance, and apply the proceeds to the payment of any of said indebtedness then remaining unpaid, together with all interest and any sums paid by the holder or holders of the said notes and mortgage, or by the guarantor, for taxes, insurance, or to remove prior liens or encumbrances and to the discharge of the debt hereby created, including any expenses incurred in discharging said debt, rendering the over-plus if any to the legal representatives of the mortgagors, or to the beneficiary or beneficiaries under said policy or policies, as the case may be; but, if the mortgagor shall fail to pay the premiums of the said policy, or policies of insurance, as the same shall become due and payable, then upon the application of the guarantor, it shall be the duty of the Company hereinbefore named to declare all of the said indebtedness immediately due and payable and to advertise and convey the said property and distribute the proceeds as hereinbefore set out.

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State of South Carolina, County of Greenville. For value received, I, R.J. Rowley, the owner and holder of a note and mortgage in the sum of $2052.25, bearing date June 17th, 1922, and duly recorded in R.M.C. Office for Greenville County in Mortgages Vol. 108, page 189, which mortgage covers the within described property, do hereby waive priority of the lien of said mortgage in favor of the within mortgage, that is to say, my mortgage shall rank junior to the within mortgage.
Witness my hand and seal this 17th day of July A.D. 1924.
In the presence of:
A.G. Hart
J.D. Poteat
State of South Carolina, County of Greenville.
Personally appeared before me A.G. Hart, who being duly sworn, deposes and says that he saw the within named R.J. Rowley sign, seal and as his act and deed deliver the within written release and that he with J.D. Poteat witnessed the execution thereof.
Sworn to before me this 17th day of July, 1924.
J.D. Poteat (L.S.)
Notary Public for S.C.

R.J. Rowley (L.S.)

A.G. Hart (L.S.)