

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE.

That

Max S. Haysworth

KNOW ALL MEN BY THESE PRESENTS,

SEND GREETING:

WHEREAS, *I* the said *Max S. Haysworth*

indebted in and by a certain instrument in writing called Note and hereinafter so referred to, bearing even date herewith, for the principal sum of

Eleven thousand dollars DOLLARS payable to the order of THE PENN MUTUAL LIFE INSURANCE COMPANY, a corporation duly chartered under the laws of the State of Pennsylvania, at its Home Office in the City of Philadelphia, State of Pennsylvania, in full coin money of the United States of America of the present standard of weight and fineness, as follows:

in any coin or currency which at the time of payment is lawful legal tender money of the United States of America
\$100.00 *to be paid in equal payments of \$100.00 per year commencing February 28, 1938, at 250.00 per year for a period of 4 years commencing February 28, 1942, and \$1650.00 on November 28, 1947.*

and bearing interest from date until maturity at the rate of *5* per cent. per annum, said interest being payable *quarterly* on the last day of *February, May, August, and November* each and every year until the maturity of said Note, and if not so paid to bear interest at the same rate as the principal debt; said principal sum to bear interest after maturity at the rate of *5* per cent. per annum, payable *quarterly*, and that the maker will pay ten per cent. of the amount then due, in addition to the principal and interest, as attorney's fees, if placed in the hands of an attorney for collection, after conditions broken:

NOW, KNOW ALL MEN, That *I* the said *Max S. Haysworth*

of the County and State aforesaid, in consideration of the said debt and Note aforesaid, and for the better securing the payment of the principal obligation, and interest thereon, herein described, and all renewal principal or interest obligations that may hereafter be given to evidence said principal or the interest upon the same during the said time of extension, in the event of any default in the payment of said principal debt, and the performance of the covenants herein contained to the said The Penn Mutual Life Insurance Company, according to the condition of said Note, and also in consideration of the sum of One Dollar to *me*, the said *Max S. Haysworth*

in hand well and truly paid by the said The Penn Mutual Life Insurance Company, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said The Penn Mutual Life Insurance Company, its Successors or Assigns:

All that certain lot or parcel of land near the corporate limits of the City of Greenville, County and State aforesaid, being known and designated as Lot #1 as shown on plat entitled Addition #1 to Forest Hills, made by Dalton & Neve, & dated March, 1937, which plat is recorded in the office of R. M. C. for Greenville County in Plat Book # pages 226 and 227, and having, according to said plat, the following metes and bounds to wit: Beginning at an iron pin on the south side of Crescent Avenue (formerly Olive Street) which iron pin is at the corner of the property of Atlanta & Greenville, and running thence S. 1.00 E. 2.75 ft. to an iron pin on the north side of East Lanneau Drive, joint corner of Lots nos. 1 and 6; thence along the north side of East Lanneau Drive N. 83-03 E. 115.3 ft. to an iron pin on East Drive, thence continuing along the north side of said Drive S. 88-42 E. 10 ft. to an iron pin at the joint corner of Lots nos. 1 and 2; thence along the joint line of Lots nos. 1 and 2 N. 3-00 E. 371.5 ft. to an iron pin on the south side of Crescent Avenue joint corner of Lots nos. 1 and 2; thence along the south side of Crescent Avenue N. 85-30 E. 135 ft. to the point of beginning. Being the same premises conveyed to the mortgagee by R. M. Caine by deed dated August 4, 1937, and recorded on August 11, 1937, in Vol. 199 page 361 in the office of R. M. C. for Greenville County.

Fire Loss Clause.

It is expressly agreed that in the event of loss under any of the policies of insurance herein referred to, the proceeds of such policy shall be paid by the insurer to the mortgagee, its successor or assigns, at its sole and absolute discretion, may apply the same, or a part thereof, as a payment on account of the indebtedness secured hereby, whether or not then due and payable, or shall apply the same, or a part thereof, toward the alteration, reconstruction, repair or restoration of the mortgaged premises, either to the portion thereof by which said loss was sustained or any other portion thereof.