

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

KNOW ALL MEN THESE PRESENTS:

That Theresa H. Smeak of Greenville County in the State aforesaid,

SEND GREETING:

WHEREAS,

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 \$150.00 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 gold coin money of the United States of America of the present standard of weight and fineness, as follows:

in any and every currency which the time of payment is lawful legal tender of the United States of America for public or private debts, as follows: \$150.00 semi-annually commencing January 5, 1939, for a period of 9 1/2 years, with the balance of \$150 on January 5, 1948.

The debt in Company cancelled in Insurance signed by the mortgagor. The witness whereon has signed by the President of the company.

and bearing interest from date until maturity at the rate of five per cent per annum, said interest being payable semi-annually on the first day of January in 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 eight per cent per annum, payable semi-annually, 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, Theresa H. Smeak

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 extension of time for 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 the said Theresa H. Smeak

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, have 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:

That certain parcel, piece or lot of land, situate, lying and being in Greenville Township, Greenville County, State of South Carolina, on the N.E. corner of McDaniel Avenue and Camille Avenue and being known and designated as Lot #25 and part of Lot #26, according to a plat of the property of the J. G. Donaldson Estate, made by C. M. Furman, Jr., Engineer, April, 1930, recorded in office of R. M. C. for Greenville County in Plat Book # page 184, and being more particularly described as follows:

Beginning at an iron pin at the N.E. intersection of McDaniel Avenue and Camille Avenue and running thence along McDaniel Avenue N. 9-36 E. 100 ft. to an iron pin corner Lot #26A; thence along line of said lot S. 80-34 E. 188' to an iron pin in line of Lot #74; thence along line of said Lot S. 16-10 E. 121.8 ft. to an iron pin on Camille Avenue, thence with Camille Avenue N. 73-53 E. 175' to the beginning corner; and being the same property conveyed to Theresa H. Smeak by Harriett M. Donaldson, et al, by deed dated December - 1934, recorded in said office in Vol. 144, -page 300.

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 successors or assigns, and the mortgagee, its successors 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.

RECORDED AND CANCELLED OF RECORD BY J. J. JAMES, CLERK OF GREENVILLE COUNTY, S. C. JAN 19 1939