

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE.

Ellita L. Mims

SEND GREETING:

WHEREAS, SOUTHEASTERN LIFE INSURANCE COMPANY, a corporation chartered under the laws of the State of South Carolina, has issued to

Howard Ballaway Mims

its certain policy of insurance, bearing register date the 15th day of September 1915, and numbered 9567 + 9568, agreeing to pay to the beneficiary therein named upon receipt of due proof of the death of the insured, provided premiums have been duly paid and said policy be then in force and be then surrendered properly released, the sum of;

Six Thousand (\$6,000.00) DOLLARS, all in accordance with the terms and conditions of said policy this day duly assigned to SOUTHEASTERN LIFE INSURANCE COMPANY, as is evidenced by the note which this mortgage secures; and

Whereas, Ellita L. Mims

in and by me certain promissory note in writing, of even date with these presents, 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

(\$6,000.00) DOLLARS, to be paid at its Home Office in Greenville, S. C., together with interest thereon from date, at the rate of seven (7%) per centum per annum, payable quarterly both principal and interest being payable on an amortization plan as follows:

In thirty-nine (39) quarterly installments of

Two hundred ten (\$210.00) Dollars, each and a final installment of

Two hundred and 28/100 (\$228.00) Dollars,

The first installment being payable on the 26th day of August 1924, the second installment being payable on the 26th day of November 1924, the third installment being payable on the 26th day of February 1925, the fourth installment being payable on the 26th day of May 1925.

and the successive installments on the same dates in each succeeding year thereafter, until the entire principal sum with all interest thereon, is paid in full; and in the event default is made in the payment of any installment or installments, or any part thereof, as therein provided, the same shall bear simple interest from the date of such default until paid, at the rate of eight (8%) per centum, per annum.

And if any portion of principal or interest be at any time past due and unpaid, or in case of the default in the payment of any premium on said policy of insurance, or if default be made in respect to any condition, agreement or covenant contained herein, 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 in either of said cases, the mortgagor promises to pay all costs and expenses, including ten (10%) per cent. of the indebtedness as attorneys' 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, Ellita L. Mims

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 Ellita L. Mims

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 hereby 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 lot of land situate, lying and being in Greenville Township, County of Greenville, State of South Carolina, just South of the corporate limits of the city of Greenville on the East side of Capers Street, and being known and designated as lot 71 on a plat of the property of Crescent Terrace, which plat is recorded in the office of the R.M.C. for Greenville County in Plat Book "E" page 137, and being more particularly described as follows:

Beginning at an iron pin on the East side of Capers Street, joint corner of lots 70 and 71 and running thence with joint line of said lot N. 84-19 E. 222.4 feet to an iron pin on line of lot 42, thence along the line of lots 42 and 41 N. 20-05 N. 70 feet to joint corner of lots 71 and 72; thence with joint line of said lot S. 84-19 N. 226.8 feet to an iron pin on the East side of Capers Street, thence along Capers Street as the line S. 5-41 E. 70 feet to beginning corner.