

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE.

I, Ernest K. Nighthawer, Jr.,

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

its certain policy of insurance, bearing register date the 11th day of August, 1937, and numbered 192, 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;

(Twenty-five hundred and no/100) 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, Ernest K. Nighthawer, Jr.

in and by me, Ernest K. Nighthawer, Jr., certain promissory note in writing, of even date with these presents, 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

(Twenty-five hundred and no/100) 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 (30) quarterly installments of seventy-one and 50/100 (\$71.50) Dollars,

each and a final installment of seventy-one and 10/100 (\$71.10) Dollars,

The first installment being payable on the 11th day of August, 1937
The second installment being payable on the 11th day of November, 1937
The third installment being payable on the 11th day of February, 1938
The fourth installment being payable on the 11th day of May, 1938

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 seven (7%) 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, but not limited to, 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 I, Ernest K. Nighthawer, Jr., the said Ernest K. Nighthawer, Jr.

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to 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, Ernest K. Nighthawer, Jr., the said Ernest K. Nighthawer, Jr.

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.

Paid

RECORDED IN GREENVILLE COUNTY S. C. NO. 122

All that certain piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being on the north side of Buist Avenue near the City of Greenville, in Greenville County, South Carolina, known and designated as the eastern portion of Lot No. 21 of Block B on plat of the Buist lands known as Oakland Heights and having according to said plat, which is of record in the R. M. Office for Greenville County, S. C., in Plat Book J at page 204, the following metes and bounds to-wit:

Beginning at an iron pin on the north side of Buist Avenue, which iron pin is 757 feet east from the northeast corner of the intersection of Robinson Street and Buist Avenue, said point also being at the joint corner of Lots Nos. 21 and 22 and running thence with the line of Lots Nos. 21 and 22 in a northerly direction 170 feet 6 inches to an iron pin on the south side of a 19 foot alley; thence with the south side of said alley, in a westerly direction 67 feet to an iron pin in rear line of Lot No. 21; thence in a straight line through the line of Lot No. 21 in a southerly direction 170 feet 6 inches to an iron pin on the north side of Buist Avenue, which iron pin is 33 feet east from the joint corner of Lots Nos. 20 and 21; thence along the north side of Buist Avenue in an easterly direction 67 feet to the beginning corner.

This is the identical property conveyed to the mortgagor herein by deed of J. A. Curston dated May 11th, 1937, and recorded in the R. M. Office for Greenville County, S. C., in Deed Volume 198, at Page 326.