

STATE OF SOUTH CAROLINA.

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, J. C. O. Milford the said J. C. O. Milford

SEND GREETING:

in and by my certain Note or obligation bearing even date herewith, stand indebted unto Provident Life and

Accident Insurance Company (a corporation duly chartered under the laws of the State of Tennessee and duly licensed to do business within the State of South Carolina, by the laws of said State) in the full and just principal sum of thirty-five thousand and no/100 (\$35,000.00) Dollars, payable as follows:

The sum of Five hundred and no/100 (\$500.00) Dollars to be paid on principal on the 20th day of May, 1938, and a like amount on the 20th day of May, of each year thereafter up to and including the 20th day of May, 1946, and the balance of the principal remaining unpaid on the 20th day of May, 1947 with interest thereon from the 20th day of May, 1937, at the rate of four and one-half (4 1/2%) per cent. per annum, to be computed and paid semi-annually on the 20th day of November and May of each year until paid in full, all installments of principal and interest of said note being payable at the Home Office of the Provident Life and Accident Insurance Company at Chattanooga, Tennessee, in lawful money of the United States of America, as reference being had to said note will more fully appear. Default in the payment of any installment of principal or interest to render the whole debt due at the option of the mortgagee.

and with interest from date at the rate of 4 1/2% per cent. per annum, payable annually on the 20th day of May and November of each year, past due principal and interest to be paid at the rate of 4 1/2% per cent. per annum, as reference being had to said note will more fully appear, default in any payment of either principal or interest to render the whole debt due at the option of the mortgagee.

NOW KNOW ALL MEN, that J. C. O. Milford the said J. C. O. Milford in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Provident Life and Accident Insurance Company according to the terms of the said note; and also in consideration of the further sum of THREE DOLLARS, to me said J. C. O. Milford

in hand well and truly paid by the said Provident Life and Accident 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 Provident Life and Accident Insurance Company the following described real estate, to-wit:

All that certain piece, parcel or lot of land, with the buildings and improvements thereon, situate lying and being on the east side of North Main Street in the City of Greenville, County of Greenville, State of South Carolina, in the block between East North and Oak Streets, and having, according to a survey made by R. E. Dalton, Engineer, May 12, 1937, the following metes and bounds, to-wit:

Beginning at a point on the east side of North Main Street, which point is 162.5 feet in a northerly direction from the northeast corner of the intersection of East North and North Main Streets, and running thence with the east side of North Main Street, N. 20-00 E. 42.5 feet to a point at the northwest corner of a brick wall; thence along the north face of said brick wall, S. 54 feet, 3 inches to a point; thence through the center of a 17 inch party wall and continuing through the center of a 10 foot alley, S. 70-25 E. 169 ft. 9 in. to a point on the west side of North Brown Street; thence with the west edge of North Brown Street S. 19-43 N. 42.5 feet to a point on said street; thence N. 70-25 E. 24 feet to and through the center of a 17 inch party wall, 274.2 feet to a point on the east side of North Main Street, the beginning corner. This is the identical property conveyed to the mortgagee herein by deeds recorded in the R. M. C. Office for Greenville County, S. C., in Deeds Volume 154, at page 359, and Volume 137, at page 329.

Together with the right of the mortgagee in and to the use of the party wall and to the joint stairway between the property of the said mortgagee and the property lying adjacent to and immediately south of same, all of which is more particularly set forth in agreements between J. F. Banister, et al. and W. S. Parrish, et al., dated May 1912, and recorded in the R. M. C. Office for Greenville County, in Deeds Volume 22, at page 116, and between W. S. Parrish, et al. and S. O. Shelton, dated February 12, 1913, and recorded in said Office in Deeds Volume 22, at page 167; also the right of the mortgagee in and to the use of the party wall and the 10 foot alley lying between the property of the mortgagee and the property adjacent to and immediately north of said property, all of which is more particularly set forth in agreement made between J. H. Jervoy, et al. and J. F. Hunt, et al., dated June 17, 1914, and recorded in said Office, in Deeds Volume 32, at page 208, and between the said J. H. Jervoy, et al. and J. F. Hunt, et al., dated February 15, 1913, and recorded in said office, in Deeds Volume 12, at page 527.

And should the mortgagee, by reason of any such insurance against loss by fire or tornado as aforesaid, receive any sum or sums of money for any damage by fire or tornado to the said building or buildings such amount may be retained and applied by it toward payment of the amount hereby secured, or the same may be paid over, either wholly or in part, to the said mortgagee, his successors, heirs or assigns to enable such parties to repair said buildings or to erect new buildings in their place, or for any

purpose or object satisfactory to the mortgagee, without affecting the lien of this mortgage for the full amount secured thereby before such damage by fire or tornado, or such payment over, took place.

RECORDED AND CERTIFIED FOR GREENVILLE COUNTY, S. C. 1130