

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA, }  
COUNTY OF GREENVILLE. }

*J. John D. Smeak*

SEND GREETING:

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 first day of \_\_\_\_\_, 19\_\_\_\_, and numbered \_\_\_\_\_, 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

(\$ \_\_\_\_\_) 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, \_\_\_\_\_ the said \_\_\_\_\_

in and by \_\_\_\_\_ 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 \_\_\_\_\_

(\$ *1,000.00*) DOLLARS, to be paid at its principal office in Greenville, S. C.

as follows: -

*\$50.00 on July 2, 1934; \$50.00 on October 1, 1934; \$50.00 on January 2, 1935; \$50.00 on April 1, 1935; and \$50.00 quarterly thereafter until the principal is paid in full.*

*Paid in full of \$500.00 on July 28th 1938 by Roy Southeastern Life Ins. Co.*

*RECEIVED AND CANCELLED BY DAY OF June 1938 P.M. Office J. Smeak GREENVILLE COUNTY, S.C. #7268*

with interest thereon from \_\_\_\_\_ date \_\_\_\_\_

at the rate of *seven (7%)* annually on the first \_\_\_\_\_ day of *July, October, January, and April*

in each year until paid in full. All interest not paid when due to bear interest at the same rate as principal; 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, 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, and in

either of said cases, the mortgagor promises to pay all costs and expenses including \_\_\_\_\_ ten per cent. of the indebtedness as attorney's 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 \_\_\_\_\_ the said *John D. Smeak*

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 term of the said note, and also in consideration of the further sum of THREE DOLLARS to \_\_\_\_\_ the said \_\_\_\_\_

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 \_\_\_\_\_ piece, parcel or lot of land in Greenville County, State of South Carolina, on the north side of Buist Avenue and being lot No. 19 of subdivision of the Buist lands known as Oakland Heights, according to plat of same recorded in Plat Book E, page 105, and having the following metes and bounds, to-wit:

Beginning at a stake 457 feet from the corner of Robinson Street and Buist Avenue; thence with Buist Avenue in an easterly direction 100 feet to corner of Lots 19 and 20; thence with joint line of lots 19 and 20 in a northerly direction 170 1/2 feet to a stake on a nineteen (19) foot alley; thence with said alley in a westerly direction 100 feet to a stake at corner of lots 19 and 18; thence with joint line of lots 18 and 19 in a southerly direction 170 1/2 feet to the beginning corner.

Being the same lot of land conveyed to me by deed of Mrs M. B. Foster, dated the \_\_\_\_\_ day of September, 1921, and recorded in the R. M. C. Office for Greenville County, in Deeds Volume 76, at Page 9.

*Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 1938*