

MORTGAGE OF REAL ESTATE

PROVIDED, FORWARD & MARTIN, GREENVILLE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

I, *H. C. Harvley*

WHEREAS, I, *H. C. Harvley* the said *H. C. Harvley*

SEND GREETING:

and by *my* *am* 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 *Six Thousand & No/100* (\$ *6,000.00*) DOLLARS, to be paid at its principal office in Greenville, S. C.

as follows:-

One Hundred Twenty-Five (\$125.00) Dollars on March 23, 1938, One Hundred Twenty-Five (\$125.00) Dollars on June 23, 1938, One Hundred Twenty-Five (\$125.00) Dollars on September 23, 1938, One Hundred Twenty-Five (\$125.00) Dollars on December 23, 1938, and One Hundred Twenty-Five (\$125.00) Dollars on the 23rd day of each and every March, June, September and December thereafter until paid in full.

with interest thereon from *last December, 1937* at the rate of *four and one half* per cent. per annum, to be computed and paid *quarterly* on the *23rd* day of *March, June* in each year until paid in full; if 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, 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 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* percent. 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 *H. C. Harvley* the said *H. C. Harvley* 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 *H. C. Harvley*) 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, with the buildings and improvements thereon, situate, lying and being in the City of Greenville, on the southwest corner of Otis and Elm Streets, and having the following metes and bounds, to-wit:-

Beginning at an iron pin on the southwest corner of Otis and Elm Streets and running thence with Elm Street, S. 36-15 E. 58 feet to an iron pin; thence S. 65-33 W. 106.1 feet to an iron pin, corner of lot sold to Mrs. Corrine Bates; thence with Mrs. Bates line, N. 21-15 W. 65.8 feet to an iron pin on Otis Street; thence with Otis Street N. 71-41 E. 41 feet to the beginning corner.

*Being the same lot of land conveyed to the mortgagor herein by *J. H. Bates*, by deed dated December 22, 1937, and recorded in the R. M. S. office for Greenville County, in Deed Book 201 at page 198.*

The mortgagor is to have the privilege of making additional payments of One Hundred Twenty-Five (\$125.00) Dollars on account of principal on any interest payment date, without penalty, and he shall have the further privilege of anticipating payment of the balance due on said loan on any interest payment date of an additional two per cent. of the balance due on the principal.

Insurance Policy Treasurer
FILED IN THE OFFICE OF THE CLERK OF THE COURT OF GREENVILLE COUNTY, SOUTH CAROLINA, AT GREENVILLE, S. C. JAN 11 1938 A.M. # 309

September and December