

STATE OF SOUTH CAROLINA, }  
County of Greenville

I, Claude E. Russell

SEND GREETING:

WHEREAS, I the said Claude E. Russell

in and by my certain promissory note in writing, of even date with these presents am 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 Forty-eight Hundred and No/100 (\$ 4,800.00) DOLLARS, to be paid at its Home Office in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of five and one-half (5 1/2%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 25th day of October, 1939, and on the 25th day of each month of each year thereafter the sum of \$ 39.26, to be applied on the interest and principal of said note, said payments to continue up to including the 25th day of August, 1954, and the balance of said principal and interest to be due and payable on the 25th day of September, 1954 the aforesaid monthly payments of \$ 39.26 each are to be applied first to interest at the rate of five and one-half (5 1/2%) per centum per annum on the principal sum of \$ 4,800.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; 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 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 and in either of said cases the mortgagor promises to pay all costs and expenses including (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 I, the said Claude E. Russell 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 Claude E. Russell 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 on the West side of Capers Street, in the City of Greenville, County of Greenville, State of South Carolina, known and designated as Lot No. 81, on plat of Crescent Terrace, made by R. E. Dalton, July 1919, and having, according to said plat, which is recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book E, page 137, the following metes and bounds, to-wit:-

BEGINNING at an iron pin on the West side of Capers Street, joint corner of Lots Nos. 80 and 81, said point also being 425.5 ft. South from the Southwest corner of the intersection of Crescent Avenue and Capers Street and running thence with the line of Lot No. 80 S. 84-19 W. 175 feet to an iron pin; thence S. 5-41 E. 70 feet to an iron pin; thence with the line of Lot No. 82 N. 84-19 E. 175 feet to an iron pin on the West side of Capers Street; thence with the West side of Capers Street N. 5-41 W. 70 feet to the beginning.

This is the identical property conveyed to the mortgagor herein by deed of Mae J. Sullivan dated November 2, 1931, and recorded in the R. M. C. Office for Greenville County, S. C., in Deeds Volume 163, page 384.