

STATE OF SOUTH CAROLINA,
County of Greenville

I, Dora Dick Fowler

SEND GREETING:

WHEREAS, I the said Dora Dick Fowler

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 One Thousand (\$ 1,000.00) 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 six (6) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 28th day of December, 1939 and on the 28th day of each month of each year thereafter the sum of \$11.11, to be applied on the interest and principal of said note, said payments to continue up to and including the 28th day of October, 1949, and the balance of said principal and interest to be due and payable on the 28th day of November, 1949; the aforesaid monthly payments of \$11.11 each are to be applied first to interest at the rate of six (6) per centum per annum on the principal sum of \$1,000.00 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 Dora Dick Fowler 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 Dora Dick Fowler 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 at the southwest corner of the intersection of Weston and Hellams Streets, in the Town of Fountain Inn, County of Greenville, State of South Carolina, being known as the greater portion of Lot No. 55, as shown on original map of said town made by J. R. Hellams, January 21, 1893, and having the following metes and bounds, to-wit:-

BEGINNING at an iron pin at the Southwest corner of the intersection of Weston and Hellams Streets, and running thence with the West side of Weston Street, S. 37 1/4 E. 81-2/3 feet, more or less, to an iron pin at the corner of lot heretofore conveyed by the mortgagor to Marcelle B. Quillen; thence with said Quillen property S. 52-3/4 W. 85 feet, more or less, to a point on the East side of an alley; thence with the East side of said alley, N. 37 1/4 W. 81-2/3 feet, more or less to an iron pin on the South side of Hellams Street; thence with the South side of said Hellams Street, N. 52-3/4 E. 85 feet, more or less, to the beginning corner.

This is a portion of the property that was devised to the mortgagor herein under the last will and testament of James W. Fowler, deceased, on file in the Office of the Probate Court for Greenville County, S. C., in Apartment 300, File 6, and being a portion of that property conveyed to the said J. W. Fowler by deeds recorded in the R. M. C. Office for Greenville County, S. C., in Deeds Volume VVV, at page 590, and Deeds Volume LLL, at page 679.

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

WAIVER OF LIEN.

I, Annie Dick, the owner and holder of a mortgage given to me by J. W. Fowler for \$2901.80 on April 6, 1928 recorded in the R. M. C. Office for Greenville County, S. C., in Mortgages Volume 199 at page 153, do hereby waive and postpone the lien of priority of my said mortgage in favor of the within mortgage given by Dora Dick Fowler to Southeastern Life Insurance Company for \$1,000.00 on November 28, 1939, so that the said mortgage of Southeastern Life Insurance Company shall constitute a lien on said property prior in rank to the mortgage hereinabove mentioned.

Dated at Greenville, S. C., this 29th day of November, 1939.

In the Presence of:

A. W. Dick
Patrick C. Fant

Annie Dick (LS)

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

PERSONALLY appeared before me A. W. Dick and made oath that he saw the within named Annie Dick sign, seal and as her act and deed execute the within Waiver of Lien and that he with Patrick C. Fant witnessed the execution thereof.

Sworn to before me this
28th day of November, 1939.

Patrick C. Fant (LS)
Notary Public for South Carolina

A. W. Dick