

MORTGAGE OF REAL ESTATE—G.R.E.M. 9

40824 PROVINCE-BARRARD CO.—GREENVILLE

STATE OF SOUTH CAROLINA, }
County of Greenville

I, Grace E. Phillips

SEND GREETING:

WHEREAS, I the said Grace E. Phillips

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-six Hundred and no/100 (\$ 4600.00) 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 (5) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 4th day of January, 1940, and on the 4th day of each month of each year thereafter the sum of \$ 36.39, to be applied on the interest and principal of said note, said payments to continue up to including the 4th day of November, 1954, and the balance of said principal and interest to be due and payable on the 4th day of December, 1954; the aforesaid monthly payments of \$ 36.39 each are to be applied first to interest at the rate of five (5) per centum per annum on the principal sum of \$ 4600.00 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 installment, 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, Grace E. Phillips 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 I the said Grace E. Phillips 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 situate, lying and being on the north side of East Earle Street in the City of Greenville, County of Greenville, State of South Carolina, known and designated as the front portion of Lot No. 2 of Section F on plat of Stone Land Company recorded in the R. M. C. office for Greenville County, S. C., in Plat Book A, pages 336-345, and having the following metes and bounds, to-wit:-

BEGINNING at an iron pin on the north side of East Earle Street, joint corner of Lots 1 and 2 of Section F, and running thence with line of Lot No. 1 in a northerly direction 130 feet to an iron pin; thence in an easterly direction 64 feet, 1 1/2 inches, more or less, to an iron pin in the joint line of Lots 2 and 3; thence with the line of Lot No. 3 in a southerly direction 130 feet to an iron pin on the north side of East Earle Street; thence with the north side of East Earle Street in a westerly direction 63 feet, 10 inches, more or less, to the point of beginning.

This is a portion of the property conveyed to the mortgagor herein by deed dated August 16, 1923, and recorded in the R. M. C. office for Greenville County in Deeds Volume 91, page 28.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE.

I, I. J. Phillips, the owner and holder of a mortgage in the amount of \$2,000.00 executed to me on February 25, 1938, by Grace E. Phillips, and recorded in the R. M. C. Office for Greenville County, S. C., in Mortgages Volume 272 at page 241, do hereby waive and postpone the lien of priority of my said mortgage in favor of the within mortgage given by the said Grace E. Phillips to Southeastern Life Insurance Company for \$4600.00, it being my intention that the said mortgage of \$4600.00 to Southeastern Life Insurance Company shall constitute a lien on the property described therein prior in rank to the lien of my said mortgage above referred to. Executed this 29th day of November, 1939. In the presence of: Martin V. Apy, Jr.

Hilda C. Smith

I. J. Phillips.

STATE OF CONNECTICUT,
COUNTY OF FAIRFIELD.

PERSONALLY appeared before me Martin V. Apy, Jr., who, being duly sworn, says that he saw I. J. Phillips sign, seal and as his act and deed execute the foregoing release and that he with Hilda C. Smith witnessed the execution thereof.

SWORN to before me this 29th day of Nov. 1939.

Eva Bertram Root (LS)

Martin V. Apy, Jr.

Notary Public for Connecticut

My commission expires: Feb. 1, 1941.

