

STATE OF SOUTH CAROLINA,
County of Greenville

We, James H. Jennings, J. H. Jennings, Jr.

SEND GREETING:

WHEREAS, we the said James H. Jennings and J. H. Jennings, Jr.

in and by our certain promissory note in writing, of even date with these presents X 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 Two Thousand Eight Hundred Fifty and No/100 (\$2,850.00) DOLLARS, to be paid at its Home Office in Greenville, S. C., together with interest thereon from date August 27th, 1940 and thereafter hereof until August 27th, 1940 at the rate of five (5%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 27th day of September, 1940, and on the 27th day of each month of each year thereafter the sum of \$ 22.54, to be applied on the interest and principal of said note, said payments to continue up to including the 27th day of July, 1955, and the balance of said principal and interest to be due and payable on the 27th day of August, 1955; the aforesaid monthly payments of \$ 22.54 each are to be applied first to interest at the rate of five (5%) per centum per annum on the principal sum of \$ 2850.00 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.

J.H.J.
J.H.J.Jr.

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 we, the said James H. Jennings and J. H. Jennings, Jr. in consideration of the said 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 us

the said James H. Jennings and J. H. Jennings, Jr. and 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 near the City of Greenville, State and County aforesaid, on the south side of Woodbine Road, being known and designated as Lot No. 44 of Northwood, as shown on a plat thereof made by Dalton & Neves, June 1, 1939, which plat is recorded in the R. M. C. office for Greenville County in Plat Book J, pages 102 and 103, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Woodbine Road, joint corner of Lots No. 43 and 44, and running thence with the south side of said road, S. 47-34 W. 60 feet to an iron pin, joint corner of Lots No. 44 and 45; thence with the joint line of said lots S. 38-50 E. 195.7 feet to an iron pin in the rear line of Lot No. 31; thence N. 51-0 E. 65 feet to an iron pin in rear line of Lot No. 32, joint rear corner of Lots No. 43 and 44; thence with the joint line of said lots, N. 40-19 W. 199.5 feet to the beginning corner.

Being the same lot of land conveyed to J. H. Jennings, Jr. by M. Dorsey Woodside by deed intended to be recorded simultaneously herewith.

Also all that certain piece, parcel or lot of land situate, lying and being in the State and County aforesaid, in the first ward of the City of Greenville, known and designated as the western half of Lot No. 50 in Section "B", as shown on plat of property of Stone Land Company, recorded in the Office of the R. M. C. for Greenville County in Plat Book "A", at pages 337-343, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a stake on the north side of West Croft Street, 400 feet in an easterly direction from the northeast corner of the intersection of West Croft Street and Townes Street, at joint corner of Lots No. 48 and 50, and running thence along the joint line of said lots, N. 1-41 E. 200 feet to an iron pin on an alley; thence along said alley, S. 83-13 E. 50 feet to an iron pin thence S. 1-41 W. 200 feet to an iron pin on the north side of West Croft Street; thence along the line of said Street, N. 83-13 W. 50 feet to the point of beginning.

Being the same lot of land conveyed to James H. Jennings by R. L. Ford by deed dated May 5, 1931, and recorded in the R. M. C. Office for Greenville County in Deed Book 152 at page 494.

This is a first mortgage on the lot first described herein and a second mortgage on the lot secondly described herein, said last mentioned lot being already covered by a mortgage from James H. Jennings to Southeastern Life Insurance Company dated July 31, 1939, and recorded in the R. M. C. office for Greenville County in Mortgage Book 282 at page 224.

[Handwritten signatures and stamps, including "RECORDED" and "INDEXED" marks]