

## MORTGAGE OF REAL ESTATE

THE STATE OF SOUTH CAROLINA, )

X )

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Avery N. Walker, of the City of Columbia, South Carolina SEND GREETING:

WHEREAS, I, the said Avery N. Walker, am indebted to the Palmetto State Life Insurance Company by my promissory note of even date herewith, of which the following is a copy;

\$8,750.00

Columbia, S. C.

November 5th, 1940.

"For value received, I promise to pay to the order of PALMETTO STATE LIFE INSURANCE COMPANY the principal sum of Eight Thousand Seven Hundred Fifty and no/100 (\$8,750.00) Dollars, with interest thereon from the date hereof at the rate of five (5%) per cent per annum, said interest and principal sum to be paid in instalments as follows:

"On the 5th day of February, 1941, interest upon the principal sum of Eight Thousand Seven Hundred Fifty and no/100 (\$8,750.00) Dollars at the rate of five (5%) per cent per annum; and beginning on the 5th day of March, 1941, and on the 5th day of each month thereafter, the sum of Ninety-Two and 84/100 (\$92.84) Dollars, to be applied on the principal and interest of this note until the said principal and interest shall be paid in full. The aforesaid monthly payments of Ninety-Two and 84/100 (\$92.84) Dollars, each are to be applied first to interest at the rate of five (5%) per cent per annum on the principal sum of Eight Thousand Seven Hundred Fifty and no/100 (\$8,750.00) Dollars, or so much thereof shall from time to time remain unpaid, and the balance of each monthly payment shall be applied on account of principal; all instalments of principal and interest of this note being payable at the Home Office of PALMETTO STATE LIFE INSURANCE COMPANY, at Columbia, South Carolina, in lawful money of the United States of America.

"This note and the interest are secured by a Mortgage on real estate, of even date herewith, duly recorded in the office of the Clerk of Court for Richland County, State of South Carolina, and in the Office of the Register of Mesne Conveyance for Greenville County, State of South Carolina.

"If this note is placed in the hands of an attorney for collection, by suit or otherwise, or to enforce its collection, or to protect the security for its payment, I will pay all costs of collection and litigation, together with a ten (10%) per cent attorney's fee.

"All instalments of principal and interest of this note shall bear interest after the due date at the rate of five (5%) per cent per annum.

"Upon failure to pay an instalment of interest and principal of this note within five (5) days after the same shall become due, then the remaining instalments of interest and principal secured by said Mortgage shall at once become due and payable, at the option of the legal holder hereof.

"The makers and endorsers severally waive demand, presentment, protest and notice of protest and expressly agree that this note, or any payment thereunder, may be extended from time to time without in any way affecting the liability of the makers and endorsers hereof.

"It is understood that I shall have the right to anticipate the payment of the indebtedness hereunder, in whole or in part, at any time."

NOW KNOW ALL MEN, That I the said Avery N. Walker in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Palmetto State 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 Avery N. Walker, in hand well and truly paid by the said Palmetto State Life Insurance Company at and before the sealing and delivery 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 Palmetto State Life Insurance Company:

All that certain piece, parcel or lot of land situate, lying and being in the City of Columbia, County of Richland and State of South Carolina, on the north side of Fifth, or Kirby Street between Maple Street and Gladden Street, and being bounded and described as follows: north by lands now or formerly of J. Bratton Powell and measuring thereon one hundred four feet four inches (104'4"); east by property now or formerly of J. Bratton Powell and measuring thereon seventy-nine feet four inches (79'4"); south by Fifth, or Kirby, Street and measuring thereon one hundred four feet four inches (104'4"); and west by Maple Street and measuring thereon seventy-nine feet four inches (79'4"). The said property is that conveyed to me by J. Bratton Powell by deed dated August 5, 1940, and of record in the office of the Clerk of Court for Richland County in Deed Book ET at page 186.

Also all that tract or lot of land in Greenville Township, Greenville County, State of South Carolina, about one mile southeast of the corporate limits of the City of Greenville, on the north side of Tallulah Drive, having the following courses and distances according to survey and plat made by C. M. Furman, Jr., Engineer, Oct. 12, 1933; Beginning at an iron pin on the north side of Tallulah Drive, corner of Carrie M. Matheny and 601 feet east of the Augusta Road, and running thence with Tallulah Drive N. 63-50 E. 85 feet to iron pin, corner of other property of