

MORTGAGE OF REAL ESTATE—G.R.E.M. 9

STATE OF SOUTH CAROLINA,
County of Greenville

We, Ralph Lurey, Harold Lurey, Milton Lurey and Samuel Lurey; and Anna Lurey, by Samuel Lurey, General Guardian

SEND GREETING:

WHEREAS, we the said Ralph Lurey, Harold Lurey, Milton Lurey, and Samuel Lurey; and Anna Lurey, by Samuel Lurey, General Guardian

in and by our certain promissory note in writing, of even date with these presents are 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 Four Thousand Five Hundred and no/100 (\$ 4,500.00) DOLLARS, to be paid at its Home Office in Greenville, S. C., together with interest thereon from June 25, 1941 hereof until maturity at the rate of six (6%) per centum per annum, said principal and interest being payable in quarterly installments as follows:

Beginning on the 25th day of September, 1941, and on the 25th day of each December, March, June and Sept. of each year thereafter the sum of \$ 150.48 shall be applied on the interest and principal of said note, said payments to continue up to including the 25th day of March, 1951, and the balance of said principal and interest to be due and payable on the 25th day of June, 1951; the aforesaid quarterly payments of \$ 150.48 each are to be applied first to interest at the rate of six (6%) per centum per annum on the principal sum of \$ 4,500.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each quarterly 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, of 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 ten (10%) per cent, of the indebtedness as attorney's 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 Ralph Lurey, Harold Lurey, Milton Lurey, and Samuel Lurey; 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 us

Samuel Lurey; and Anna Lurey, by Samuel Lurey, General Guardian the said Ralph Lurey, Harold Lurey, Milton Lurey, 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 out undivided interest in and to that certain piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being on the north side of Pendleton Street in the City of Greenville, County of Greenville, State of South Carolina, and more particularly described as follows:

BEGINNING at an iron pin at the corner of the property now or formerly belonging to E. B. Hughes and running thence with the line of said lot 100 feet to an iron pin on the south side of an alley; thence with said alley in a westerly direction and in a line parallel with Pendleton Street 21 feet to an iron pin; thence in a southerly direction and in a line parallel with the said Hughes lot 100 feet to a point on the north side of Pendleton Street; thence in an easterly direction with Pendleton Street 21 feet to the beginning corner.

Together with any and all right which we may have in and to the walls of the adjacent property and also all our right title and interest in and to the 10-foot alley at the rear of the above lot.

This is the same property that was conveyed by Alice M. Sely to Meyer Switzer by deed recorded in the R. M. C. Office for Greenville Count in Deeds Volume 111 at page 88, and which was devised by Meyer Switzer under his last will, which is on file in the office of the Probate Court for Greenville County in Apartment 293, File 25, to Sarah Switzer, Charlie Switzer, Ike Switzer, Harry Switzer and Ida Lurey, the said Sarah Switzer having subsequently conveyed her interest in the property to Ida Lurey, Ike Switzer, Harry Switzer and Charlie Switzer by deed recorded in the R. M. C. Office for Greenville County in Deeds Volume 166, page 348, and the said Charlie Switzer having conveyed his interest in said property to Ida Lurey, Ike Switzer and Harry Switzer by deed recorded in the R. M. C. Office for Greenville County in Deeds 176, page 162, and the said Ike Switzer having conveyed this interest in said property to Ida Lurey by deed recorded in the R. M. C. office for Greenville County in Deeds Volume 182, page 135, and the said Ida Lurey died intestate on November 16, 1935, leaving the mortgagors as her only heirs at law, who thereby became vested with title to her interest in said property, and the said mortgagors acquired the interest of Harry Switzer by deed dated October 18, 1937, of record in the R. M. C. office for Greenville County in Deed Book 200, page 226.

This mortgage is executed on behalf of Anna Lurey by Samuel Lurey, as her General Guardian pursuant to a decree of the Court of Common Pleas for Greenville County dated June 16, 1941, and on file in the office of the Clerk of Court for Greenville County in Judgement Roll No. E-

Handwritten notes and stamps:
- "Mortgage of Real Estate" written vertically.
- "SOUTHEASTERN LIFE INSURANCE COMPANY" circular stamp.
- "SATISFIED AND CANCELLED" stamp.
- "13 DAYS OF GRACE FOR GREENVILLE COUNTY, S.C." stamp.
- "1941" written at the top right.
- "June 25, 1941" written near the date of the mortgage.