

MORTGAGE OF REAL ESTATE—G.R.E.M. 9

STATE OF SOUTH CAROLINA, County of Greenville } Mary H. Carpenter, individually and as General Guardian for Walter B. Carpenter, Helen Carpenter and Davis F. Carpenter, and H. Baxter Carpenter and Richard H. Carpenter

SEND GREETING:

WHEREAS, we the said Mary H. Carpenter, individually and as General Guardian for Walter B. Carpenter, Helen Carpenter and Davis F. Carpenter, and H. Baxter Carpenter and Richard H. Carpenter are well and truly indebted to Elizabeth H. Wulbern

in and by our certain promissory note in writing, of even date with these presents are well and truly indebted to Elizabeth H. Wulbern in the full and just sum of Four Thousand (\$4000.00) DOLLARS, to be paid at the 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 15 day of November, 1941 and on the 15 day of each and every consecutive month of each year thereafter the sum of \$31.63 to be applied on the interest and principal of said note, said payments to continue up to including the 15 day of September, 1956 and the balance of said principal and interest to be due and payable on the 15 day of October 1956; the aforesaid monthly payments of \$31.63 each are to be applied first to interest at the rate of five (5%) per centum per annum on the principal sum of \$4000.00 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 and be 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 in 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, should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place 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 the costs and expenses including ten (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 indebtedness.

Walter B. Carpenter, Helen Carpenter, and Davis F. Carpenter, and H. Baxter Carpenter and Richard H. Carpenter NOW, KNOW ALL MEN, That we, the said Mary H. Carpenter, individually and as General Guardian for H. Baxter Carpenter and Richard H. Carpenter 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 Richard H. Carpenter General Guardian for Walter B. Carpenter, Helen Carpenter and Davis F. Carpenter and H. Baxter Carpenter and H. Baxter Carpenter the said Mary H. Carpenter, individually and as 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 Elizabeth H. Wulbern

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, and in the City of Greenville, at the northeastern intersection of Mulberry and West Washington Streets, and described by metes and bounds as follows, to-wit: BEGINNING at the northeastern intersection of Mulberry and West Washington Streets, and running thence with West Washington St. in a northwesterly direction twenty-five (25) feet to an iron pin in the line of property of Manos Brothers, Inc.; thence with the line of said Manos Brothers Inc. property in a northeasterly direction eighty-two (82) feet, more or less, to an iron pin on Cook Street; thence in a southerly direction with Cook Street Twenty-seven (27) feet, more or less, to the northwestern intersection of Mulberry and Cook Streets; thence in a southwesterly direction with Mulberry Street sixty-three and five tenths (63.5) ft. to the place of beginning. Being the same property conveyed to Fred G. Carpenter by Carpenter Brothers Drug Company by deed dated June 25, 1932 and recorded in the R. M. C. Office for Greenville County in Deed Book 154 at page 243.

STATE OF NEW YORK COUNTY OF JEFFERSON

PROBATE

PERSONALLY appeared before me Wheeler H. Hunt, and made oath that he saw the within named H. Baxter Carpenter, sign, seal and as his act and deed deliver the within written deed and that he with James T. Rivers witnesses the execution thereof.

Sworn to before me this 23 day of October, 1941.

Marion E. B. Merkley (L.S.)

N. P. for Jefferson City

Wheeler H. Hunt

My commission expires Mar. 30/43

Probate Recorded October 29th, 1941, at 11:16 A.M. #15696