

MORTGAGE OF REAL ESTATE—G.R.E.M. 9

STATE OF SOUTH CAROLINA,  
County of Greenville

I, J. H. Brown

SEND GREETING:

WHEREAS, I the said J. H. Brown

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to Surety LIFE INSURANCE COMPANY, a corporation chartered under the laws of the State of South Carolina, in the full and just sum of Twenty-Six Hundred and no/100 (\$ 2600.00 ) 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 2nd day of April, 1944 and on the 2nd day of each month of each year thereafter the sum of \$ 27.59, to be applied on the interest and principal of said note, said payments to continue up to including the 2nd day of February, 1954 and the balance of said principal and interest to be due and payable on the 2nd day of March, 1954; the aforesaid monthly payments of \$ 27.59 each are to be applied first to interest at the rate of five (5 %) per centum per annum on the principal sum of \$ 2600.00 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 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 is 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 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 J. H. Brown the said J. H. Brown in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said SURETY LIFE INSURANCE COMPANY according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS to no the said J. H. Brown in hand well and truly paid by the said SURETY 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 SURETY LIFE INSURANCE COMPANY.

All that tract of land in Gantt Township, being about five miles southeast from Greenville Court House on the White Horse Road and being tract No. 11 (subdivision 357 acres, more or less, devised to M. D. Earle by Elias Earle by his last will and testament on file in the Probate Office, Greenville County), said tract No. 11 being described as follows:

BEGINNING in center of road 3,063 feet east of the center of White Horse Road at corner of tract No. 12, and running thence N. 8-30 W. 2,335 feet to line of land of Estate of J. E. Earle; thence S. 70 E. 1,275.4 feet to corner of tract No. 10; thence S. 3-45 W. 1,475 feet to center of road; thence with road S. 60-55 W. 850 feet to the beginning corner, said tract containing 41.73 acres, more or less, and is same conveyed to Joe M. Chandler by M. D. Earle by deed dated September 27, 1919, recorded in Deed Book 58, at page 207, and being the same conveyed by Joe M. Chandler to Cornelia C. Cobb, Amanda C. Austin and Nellie C. Brown, by deed dated November 27, 1926, recorded in Deed Book 117, at page 235; less, however, 12.71 acres conveyed by Joe M. Chandler to William Maxwell, by deed recorded in Deed Book 106, at page 363. After deducting this 12.71 acres there remains 29.2 acres of said tract No. 11 being conveyed, by this mortgage.

This is the same property conveyed to me by Surety Life Insurance Company, by deed of even date herewith and to be recorded, and this mortgage is given to secure the unpaid portion of the purchase price.

RECORDED AND CANCELLED OF RECORD  
AT 4:06 O'CLOCK P.M. NO. 46  
J. H. Brown  
Deed is given to secure the purchase price of the property described herein.