

MORTGAGE: Prepared by Rainey and Fant, Attorneys at Law, Greenville, S. C.

MORTGAGE OF REAL ESTATE
STATE OF SOUTH CAROLINA,
County of Greenville,

In Assignment, see R. E. M. Book 483, Page 324

WALTER J. MAYS and LUCILLE H. MAYS

SEND GREETING:

WHEREAS, we the said Walter J. Mays and Lucille H. Mays

in and by our certain promissory note in writing, of even date with these presents are well and truly indebted to Surety Life Insurance Company in the full and just sum of Three Thousand & no/100 (\$3,000.00) DOLLARS, to be paid at its office in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of four & one-half (4 1/2%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of November, 1947, and on the 1st day of each month thereafter the sum of \$22.95, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of September, 1952, and the balance of said principal and interest to be due and payable on the 1st day of October, 1952; the aforesaid monthly payments of \$22.95 each are to be applied first to interest at the rate of four and one-half (4 1/2%) per centum per annum on the principal sum of \$3,000.00 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 hereof, 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 Walter J. Mays and Lucille H. Mays 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 us the said Walter J. Mays and Lucille H. Mays in hand and truly paid by the said Surety Life Insurance Company

at and before the signing of these Presents, the receipt thereof 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, its Successors and Assigns, forever:-

All that certain piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being on the Northwest side of Woodbine Road near the city of Greenville, in the County of Greenville, State of South Carolina, being shown as the greater portion of Lot 63 on plat of Northwood made by Dalton M. Neves, Engineers, June 1939, recorded in the R.M.C. Office for Greenville County, S. C., 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 Northwest side of Woodbine Road at the joint front corner of Lots 63 and 64 and running thence with the line of Lot 64, N. 45-00 E. 116.2 feet to an iron pin; thence N. 37-00 E. 50 feet to an iron pin; thence running through Lot 63, S. 47-04 E. 157 feet, more or less, to a stake on the Northwest side of Woodbine Road; thence with the Northwest side of Woodbine Road, S. 47-34 W. 60 feet to the beginning corner.

This is the same property conveyed to us by deed of Glenn G. Thomas to be recorded herewith and this mortgage is junior in rank to the lien of mortgage held by Fidelity Federal Savings and Loan Association recorded in Mortgage Book 357, page 148, R.M.C. Office for Greenville County, on which there is due \$6660.23.

A policy of life insurance issued by Metropolitan Life Insurance Company on the life of Walter J. Mays, in the amount of \$1,000.00, dated May 17, 1932, bearing No. 7695883, has been assigned and turned over to Surety Life Insurance Company as additional security for the payment of the note herein referred to, and the mortgagors agree that in case of default in the payment of principal or interest or premiums on said policy of life insurance, in accordance with the terms thereof, and the holder of the note elects to declare the whole indebtedness due and payable, the said holder shall have the right to cancel or have cancelled the said policy of life insurance and apply on said indebtedness the cash surrender value thereof, payable under the terms of said policy. It is further agreed that upon the death of the insured under said policy, the proceeds of said policy of life insurance shall be applied toward the payment of the indebtedness due hereunder and any balance that may be due under the terms hereof shall, after payment of the indebtedness in full due Surety Life Insurance Company, be paid unto such person or persons as may be legally entitled thereto.

NOTE - For Position of Probate ; See: other side----

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE.

P-R-O-B-A-T-E

PERSONALLY appeared before me Cecile Smith and made oath that she saw the within named Walter J. Mays sign, seal and as his act and deed deliver the within written deed, and that she with Patrick C. Fant witnessed the execution thereof.

SWORN to before me this 30th

Cecile Smith

