

JAN 20 4 29 PM 1956

THE STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

OLLIE FARNSWORTH
R.M.C.

MORTGAGE OF REAL ESTATE

To ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETING:

WHEREAS I, the said Esley M. Pendleton, am

indebted unto CAROLINA LIFE INSURANCE COMPANY, of Columbia, South Carolina, by my promissory note, in writing, of even date herewith, of which the following is a copy:

\$50,000.00 City of Greenville, South Carolina, January 20, 1950

"For value received, I, Esley M. Pendleton promises to pay to the order of CAROLINA LIFE INSURANCE COMPANY the principal sum of Fifty Thousand and no/100 (\$50,000.00) - - - - - Dollars, with interest thereon from date hereof at the rate of five (5%) per cent. per annum, said interest and principal sum to be paid in installments as follows:

"Beginning on the 20th day of February, 1950, and on the 20th day of each month thereafter, the sum of Three Hundred Ninety-five and 40/100 (\$395.40) - - - - - Dollars, to be applied on the principal and interest of this note until the 20th day of January, 1971, when any balance remaining due on principal, with accrued interest, shall be payable in full. The aforesaid monthly payments of Three Hundred Ninety-five and 40/100 (\$395.40) - - - - - Dollars each are to be applied first to interest at the rate of five (5%) per cent. per annum on the principal sum of Fifty Thousand and no/100 (\$50,000.00) - - - - - Dollars, 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 interest of this note being payable at the Home Office of the CAROLINA 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 Register of Mesne Conveyance for Greenville County, 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 installments of principal and interest of this note shall bear interest after the due date at the rate of six (6%) per cent. per annum.

"Upon failure to pay an installment of principal and interest of this note within fifteen days after due, then the remaining installments 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.

"The payment of this note may be anticipated in whole or in part at any time, but a penalty of two (2%) per cent. will be charged for such anticipatory payments made prior to three (3) years from date."

NOW, KNOW ALL MEN, That I the said Esley M. Pendleton, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said CAROLINA LIFE INSURANCE COMPANY, of Columbia, South Carolina, according to the terms of the said note and also in consideration of the further sum of THREE DOLLARS to me the said Esley M. Pendleton,

in hand well and truly paid by the said CAROLINA 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 the said CAROLINA LIFE INSURANCE COMPANY: ALL That certain piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the Eastern side of South Main Street between East McBee Avenue and East Washington Street, and having the following metes and bounds, courses and distances, to-wit:

BEGINNING At a point on the Eastern side of South Main Street 83.33 feet South of the Southeastern corner of the intersection of South Main Street and East Washington Street, said point being in the center of a brick wall, and running thence S. 69-10 E. 233.8 feet (said line running for a

In Assignment See R. S. M. Book 870 Page 567