

# State of South Carolina

DEC 31 4 12 PM 1959

County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

B. R. CROSS AND JUDY B. CROSS

(herein called Mortgagor, whether one or more persons) SEND(S) GREETING:

WHEREAS, the Mortgagor and

in and by a certain promissory note in writing,

of even date with these presents, are well and truly indebted to the SOUTHERN LIFE INSURANCE COMPANY, a corporation chartered under the laws of the State of North Carolina, (hereinafter called Mortgagee) in the full and just sum of SEVEN THOUSAND AND NO/100----- (\$7,000.00)

DOLLARS, to be paid at its Home Office in Greensboro, North Carolina, together with interest on the unpaid balance thereof remaining unpaid from time to time, from date hereof until maturity, at the rate of six----- (6%) per cent per annum, said principal and interest being due and payable as follows:

\$50.16 on the 1st day of February, 1960, and \$50.16 on the 1st day of each and every month thereafter until the said principal sum together with all accrued interest thereon is paid in full, it being understood that said monthly payments shall be applied first to interest and then to the reduction of the principal sum remaining unpaid from time to time.

If any installment of said principal or interest is not paid when due, or if said note is placed in the hands of an attorney for collection, or if said debt or any part thereof, be collected by an attorney, or by legal proceedings of any kind, a reasonable attorney's fee of not less than ten (10%) per cent of the amount involved shall be added to the amount due under said note and shall be collectible thereunder. If any installment of interest is not payable at its maturity, the same shall thereafter bear interest at the rate of seven (7%) per cent per annum until paid. In the event of failure to pay any interest or any installment of principal, or any portion of either, or any other sums required to be paid by said note and this mortgage, as the same become due, or in the event of failure to perform and comply with any and all of the other covenants, terms and provisions of said note and this mortgage, and/or the other instrument or instruments, if any, which secure this note, and such failure or default shall continue for a period of thirty days, then in any of said events said principal sum and all advancements made pursuant to the provisions of this mortgage, together with all unpaid interest thereon shall be at once due and payable at the option of SOUTHERN LIFE INSURANCE COMPANY, its successors or assigns, and be collectible without further notice, by proceedings or otherwise. Provisions as to prepayment, contained in said note, are incorporated herein by reference.

NOW, KNOW ALL MEN, that the said Mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee, its successors and assigns, according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor in hand well and truly paid by the said Mortgagee, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, unto the said Mortgagee, its successors and assigns, that certain tract or parcel of land located in Greenville-----County, State of South Carolina, more particularly described as follows:

All that certain piece, parcel or lot of land in Gantt Township, Greenville County, State of South Carolina, being known and designated as Lot Number 34 on a plat of Augusta Acres, property of Marsmen, Inc., recorded in the R.M.C. Office for Greenville County in Plat Book "S", page 201 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the North side of Henderson Avenue, joint corner of Lots Nos 33 and 34 and running thence with line of Lot No. 33 North 8 deg. 16 min. West 200 feet to an iron pin; thence with rear line of Lot No. 39 North 81 deg. 44 min. East 100 feet to an iron pin, joint corner of Lots Nos. 34 and 35; thence with the line of Lot No. 35 South 8 deg. 16 min. East 200 feet to an iron pin on the North side of Henderson Avenue; thence with Henderson Avenue South 81deg. 44 min. West 100 feet to an iron pin the beginning corner.

This property is conveyed subject to Protective Covenants recorded in the R. M. C. Office for Greenville County in Deed Book 391, page 75, and subject to recorded rights-of-way.

This is the identical property conveyed to the mortgagors herein by deed of Joseph Quincey Cox, dated December 14, 1959, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 641 at page 51.

Handwritten notes and signatures at the bottom of the page, including the number 21024.