

JUL 26 4 50 PM 1961

# Mortgage of Real Estate

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

THIS MORTGAGE, made this 26th day of July, 1961, between

David Franklin Smith

hereinafter called the mortgagor and SHENANDOAH LIFE INSURANCE COMPANY, with its principal office in the City of Roanoke, Virginia, hereinafter called the mortgagee:

### WITNESSETH:

WHEREAS the mortgagor in and by his certain promissory note in writing, of even date herewith is well and truly indebted to the mortgagee in the full and just sum of Ten Thousand and no/100 DOLLARS (\$ 10,000.00 ), with interest thereon at the rate set out in said note, due and payable as follows: in equal monthly installments commencing on the 26th day of August, 1961, and a like amount on the 26th day of each successive month thereafter, which payments shall be applicable first to interest and then to principal, with the balance of principal and interest, if not sooner paid, due and payable on the 26th day of July, 1966.

AND WHEREAS it is mutually agreed that the security of this mortgage shall extend to and cover any additional loan made by the mortgagee, at its option, to said mortgagor or any of his successors in ownership of the real estate hereby conveyed; provided, that the total indebtedness to be secured hereby shall not exceed the original face amount of this mortgage and, provided further, that the maturity of such additional debt shall not be later than the time specified for the payment of the original debt secured hereby. This paragraph shall not however, in any way restrict advancements for taxes and insurance premiums provided for elsewhere in this mortgage. It is further mutually agreed that upon breach of any warranty against encumbrances contained in any application for an additional loan the mortgagee may declare all notes secured hereby immediately due and payable and may foreclose this mortgage.

NOW, THEREFORE, the mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to him in hand paid by the mortgagee at and before the sealing and delivery of this mortgage, the receipt of which is hereby acknowledged, by these presents hereby bargains, sells, grants and releases unto the said SHENANDOAH LIFE INSURANCE COMPANY:

All that piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, in Paris Mountain Township, being shown as Lot No. 45 of Western Hills, plat of which is recorded in the PNC Office for Greenville County, 1st Plat Book 60, at pages 98-99, also shown on a plat made by C. C. Jones, July 13, 1961, and, according to said plat, having the following notes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Alice Farr Drive at joint front corner of Lots Nos. 45 and 46, and running thence with the line of said lots, N. 7-13 E. 197.3 feet; thence N. 74-48 E. 40.4 feet; thence S. 37-58 E. 122.7 feet; thence S. 23-30 W. 145 feet to an iron pin on Alice Farr Drive; thence with Alice Farr Drive, N. 74-47 E. 83 feet to the point of beginning.

The above is the same property conveyed to the Mortgagor by J. Frank Williams by deed to be recorded.