

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

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

*For assignment, see R. & M. Book 353, Page 277.
" " " " " " " " " " " " 373, " " 425*

I, Russell W. Starner of Greenville County, South Carolina

SEND GREETING:

WHEREAS, I the said Russell W. Starner

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to Canal Insurance Company in the full and just sum of Sixty-six Hundred & No/100 (\$ 6,600.00) DOLLARS, to be paid at Canal Ins. Co. Office in Greenville, S. C., together with interest thereon from September 1, 1946 until maturity at the rate of four (4 %) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of October, 1946 and on the 1st day of each month of each year thereafter the sum of \$40.00, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of September, 1966, and the balance of said principal and interest to be due and payable on the 1st day of September, 1966; the aforesaid monthly payments of \$ 40.00 each are to be applied first to interest at the rate of four (4 %) per centum per annum on the principal sum of \$ 6,600.00 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 in 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 attorney's 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 I the said Russell W. Starner in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Canal Insurance Company according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me the said Russell W. Starner in hand and truly paid by the said Canal 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 Canal Insurance Company, its successors and assigns:

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, being more fully described as follows:

PARCEL NO. 1: In the subdivision known as River Falls, and having the following metes and bounds: BEGINNING at a stake (corner of Lots Nos. 8, 9, 10 and 11 on plat of property of River Falls Realty Company made by W. J. Riddle, July 1937), and running thence along line of lots Nos. 8 and 7, N. 45-30 W. 318.5 feet to corner in spring; thence along McCarter's line S. 85-45 W. 190 feet to an iron pin, corner of Lots Nos. 36 and 37 on plat made by W. A. Hester; thence along line of Lot No. 37, S. 4 W. 70 feet to a stake; thence S. 72-15 E. 437 feet to beginning corner, and containing 88/100 acres,

PARCEL NO. 2: Lot No. 7, Section C of the property of River Falls Realty Co., containing 2.08 acres, more or less, being cut from a strip of land lying between Section A and Section B of the property of River Falls Realty Co. For more accurate description see Plat Book Page 168, R.M.C. Office for Greenville County. Also, Lot No. 8 of Section B of the property of River Falls Realty Co., and adjoining property of F. T. McCarter, and having a frontage of 70 feet on Ellis Ridge. For more accurate description see Plat of River Falls Heights, recorded in Plat Book H, page 32, R.M.C. Office for Greenville County.

PARCEL NO. 3: Lot No. 1 of subdivision B, River Falls Heights, on Ellis Ridge, surveyed by W.A. Hester, Surveyor, July 2, 1926, according to plat recorded in Plat Book H, page 32, R.M.C. Office for Greenville County, reference being craved to said plat for a more complete description.

PARCEL NO. 4: Lots Nos. 2, 3, 4, 5, 6, and 7, of Section B of subdivision of D. B. Tripp's land at River Falls, as per plat recorded in R.M.C. Office for Greenville County in Plat Book H, page 32, each of said lots having a frontage of 70 feet on Ellis Ridge Road, with such other courses as shown on said plat, reference being craved for a more complete description.

PARCEL NO. 5: The Eastern half of Lot No. 36 of subdivision of D. B. Tripp's land at River Falls, according to plat recorded in Plat Book G, at page 89, R.M.C. Office for Greenville County.

PARCEL NO. 6: The Western half of Lot No. 36 of a subdivision of D. B. Tripp's land at River Falls according to a plat of same recorded in Plat Book G, at page 89, R.M.C. Office for said Greenville County.

ALSO: ALL THAT certain tract of land in Cleveland Township, Greenville County, South Carolina, known as Lot No. 37 of Section A of subdivision of D. B. Tripp's land of River Falls, as per plat made by W. A. Hester, Surveyor, April 21, 1926, recorded in R.M.C. Office for Greenville County in Plat Book G, page 89, reference to said plat being craved for a more complete description.

ALSO: ALL THAT certain other lot of land in Cleveland Township, County and State aforesaid, in the rear of the above described lot, and having the following metes and bounds:

BEGINNING at corner of Lot No. 1 of Section B, River Falls, and Lots Nos. 36 and 37 of Section A, and running thence with line of Lot No. 37, S. 4 W. 70 feet to stake; thence N. 85-45 E. 190 to a point in a spring; thence N. 16 E. 350 feet to iron pin on the road; thence along said road S. 77 W. 130 feet to a stake; thence S. 39 W. 132 feet to a stake; thence with line of Lot No. 1 S. 4 W. 156.5 feet to a stake; thence N. 86 W. to the beginning corner.

THE MORTGAGOR COVENANTS AND AGREES that with the monthly payments of principal and interest he will pay to mortgagee a pro rata portion of the taxes, assessments, and insurance premiums next to become due, as estimated by the mortgagee, so that mortgagee will have sufficient funds on hand to pay taxes, assessments and insurance premiums thirty days before the delinquency date thereof. Any deficit shall immediately be paid to mortgagee by mortgagor. Moneys so held shall not bear interest, and upon default, may be applied by mortgagee on account of the mortgage indebtedness.

For assignment see R. & M. Book 720 Page 476