

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

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

I, James H. Garner, of Greenville County, South Carolina,

WHEREAS, I the said James H. Garner

SEND GREETING:

in and by my certain promissory note in writing, of even date with these presents well and truly indebted to Canal Insurance Company, in the full and just sum of Forty-six Hundred Fifty & 10/100 (\$4,650.00) DOLLARS, to be paid at Canal Ins. Co. office in Greenville, S. C., together with interest thereon from date hereof 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 December, 1946, and on the 1st day of November, 1946, and on the 1st day of November, 1946, the balance of said principal and interest to be due and payable on the 1st day of November, 1946, the aforesaid monthly payments of \$28.18 each are to be applied first to interest at the rate of four (4%) per centum per annum on the principal sum of \$4,650.00 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 four (4%) 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 I the said James H. Garner 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 James H. Garner 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 lot of land situate, lying and being on the Northern side of Durham Street, just outside the city limits of the City of Greenville, Greenville County, South Carolina, known and designated as lot No. 3 on plat of property owned by Central Realty Corporation made by Pickell & Pickell, June 20, 1946, recorded in the R.M.C. Office for said Greenville County in Plat Book B, page 199, and having according to said plat the following metes and bounds, to-wit:-

BEGINNING at a stake on the Northern side of Durham Street at the corner of lot No. 4, and running thence with said Durham Street, S. 69-30 W. 60 feet to the corner of lot No. 2; thence along the line of that lot N. 22-00 W. 136 feet to a stake at the rear corner of said lot No. 2; thence N. 40-26 E. 32.7 feet; thence N. 69-30 E. 30 feet to a stake at the rear corner of lot No. 4; thence along the line of that lot, S. 22-00 E. 150 feet to the corner of lot No. 4 on the Northern side of Durham Street, the point of beginning.

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.

This Mortgage Assigned to New York Life Ins. Co. on 1st day of Nov. 1946 Assignments recorded in Vol. 362 of R. E. Mortgages on Page 48

See R. E. M. page 105

RECORDED AND INDEXED
7th DAY OF
NOVEMBER 1946
R. E. M. FOR GREENVILLE COUNTY
AT 11:00 A.M. NO. 2171