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

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

I , Charles M. Moody , Jr., of Greenville County, South Carolina

SEND GREETING:

WHEREAS, I the said Charles M. Moody, Jr.

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 Forty-four hundred & no/100 - - - - - - - - - ($4,400.00) DOLLARS, to be paid at Canal Ins. Co. office in Greenville, S. C., together with interest thereon from ~~date hereof~~ October 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 November, 1946, and on the 1st day of each month of each year thereafter the sum of $26.67, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of October, 1966 and the balance of said principal and interest to be due and payable on the 1st day of October, 1966 the aforesaid monthly payments of $26.67 each are to be applied first to interest at the rate of four (4%) per centum per annum on the principal sum of $4,400.00 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%)~~ four 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 Charles M. Moody, Jr.

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 Charles M. Moody Jr., 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 certain piece, parcel or lot of land situate, lying and being on the Southeast side of Mills Avenue, near the City of Greenville, Greenville County , South Carolina, known and designated as lot No. 34 of Langley Heights, according to plat of said property made by Dalton & Neves, June 1937, recorded in the R.M.C. Office for said Greenville County in Plat Book N, Page 133, and having according to said plat the following metes and bounds, to-wit:-

BEGINNING at a point on Mills Avenue , joint corner of lot Nos. 34 and 35, which point is 255 feet from the intersection of Mills Avenue and Hawthorne Lane, and running thence with Mills Avenue, N. 39-17 E. 50 feet to a stake at the joint corner of lots Nos. 34 and 33 on said Mills Avenue; thence along the joint line of said lot Nos. 33 and 34, S. 50-43 E. 208.6 feet to a stake on a 15-foot alley, which is the joint rear corner of lots Nos. 34 and 33; thence along the said alley, S. 46-47 W. 50.4 feet to a stake at the joint rear corner of lots Nos. 34 and 35; the thence along the joint line of said lots Nos. 34 and 35, N. 50-43 W. 202 feet to the point of beginning, stake on said Mills Avenue at the joint corner of lots Nos. 34 and 35.

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 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.

SATISFIED AND CANCELLED OF RECORD 16th DAY OF June 1962
R. M. C. FOR GREENVILLE COUNTY, S. C.
AS TO BLOCK 6 NO. 31180

This Mortgage Assigned to New York Life Ins. Co.
on 3rd day of Oct. 1946. Assignment recorded
in Vol. 362 of R. E. Mortgages on Page 133

For Satisfaction to this mortgage, See R. E. M. Book 893 at Page 137.