

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

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

I, Frank W. Cape, of Greenville County, South Carolina,

SEND GREETING:

WHEREAS, I the said Frank W. Cape

*In satisfaction see R. E. M. Book 641 page 75*

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 Sixty-four Hundred & no/100 (\$6,400.00) DOLLARS, to be paid at Canal Ins. Co. office, in Greenville, S. C., together with interest thereon from date of maturity until maturity at the rate of four (4) per centum per annum, said principal and interest to be paid in monthly installments as follows:

RECORDED AND CANCELLED  
12th day of November 1946  
Ollie L. ...  
S. C. REC. GREENVILLE COUNTY  
AT 8:16 O'CLOCK A. M. NO. 23175

Beginning on the 1st day of December, 1946, and on the 1st day of each year thereafter the sum of \$ 38.79, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of November, 1966, and the balance of said principal and interest to be due and payable on the 1st day of November, 1966; the aforesaid monthly payments of \$ 38.79 each are to be applied first to interest at the rate of four (4) per centum per annum on the principal sum of \$ 38.79 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 herein, then the whole amount evidenced by said note to become immediately due, and 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 Frank W. Cape 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 Frank W. Cape 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 Southwestern side of Griffin Drive, at the Northwestern intersection of Griffin Drive and Princeton Avenue, near the City of Greenville, County of Greenville, State of South Carolina, known and designated as lot No. 40 of College Heights, according to a plat of said property made by Dalton & Neves August 1946, recorded in the R.M.C. Office for said Greenville County in Plat Book P, page 75, and having according to said plat the following metes and bounds, to-wit:-

BEGINNING at an iron pin on the Northwestern intersection of Griffin Drive and Princeton Avenue, and running thence with Griffin Drive N. 33-10 W. 75 feet to a stake at the corner of lot No. 41; thence along the line of that lot, S. 56-50 W. 150 feet to a stake at the rear corner of lot No. 41; thence S. 33-10 E. 75 feet to a stake on the Northwestern side of Princeton Avenue at the corner of lot No. 42; thence along the said Princeton Avenue N. 56-50 E. 150 feet to 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 not 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 22nd day of Oct. 1946 Assignment recorded in Vol. 366 of R. E. Mortgages on Page 58