

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

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

I, Cullen B. McWhite, Jr. of Greenville County, S. C.

SEND GREETING:

WHEREAS, I the said Cullen B. McWhite, Jr.

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to Canal Insurance Co. in the full and just sum of Thirty-four hundred and fifty - - - - (\$ 3450.00) DOLLARS, to be paid at at Canal Ins. Co. office in Greenville, S. C., together with interest thereon from date hereof - - - - March 1, 1947 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 April, 1947, and on the 1st day of each month of each year thereafter the sum of \$ 20.91, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of March, 1967, and the balance of said principal and interest to be due and payable on the 1st day of March, 1967; the aforesaid monthly payments of \$ 20.91 each are to be applied first to interest at the rate of four (4%) per centum per annum on the principal sum of \$ 3450.00 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, Cullen B. McWhite, 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 Co. according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me the said Cullen B. McWhite, Jr. in hand and truly paid by the said Canal Ins. Co., 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 Ins. Co. its successors and assigns:-

All that certain piece, parcel or lot of land situate, lying and being on the Southeast side of Piney Road, near the City of Greenville, Greenville County, South Carolina, known and designated as lot No. 4 of Central Realty Corporation property according to plat made by W. J. Riddle July 1946, recorded in the R.M.C. Office for said Greenville County in Plat Book B, page 86, having according to said plat the following metes and bounds, to-wit:-

BEGINNING at a stake on the Southeast side of said Piney Road, 85 feet from the intersection of Piney Road and Clairemont Drive, and running thence with the said Piney Road, S. 73-0 W. 85 feet to a stake at the intersection of Piney Road and Clairemont Drive; thence along the said Clairemont Drive, S. 12-45 E. 231.2 feet to a stake; thence N. 73-0 E. 100.2 feet to a stake at the joint rear corner of lots Nos. 3 and 4; thence along the joint line of said lots Nos. 3 and 4, N. 19-0 W. 231 feet to a stake on the Southeast side of said Piney Road, 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 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.

The debt hereby secured is paid in full and the lien of this instrument is satisfied, being mortgage recorded in Book 363, Page 261, the undersigned being the owner and holder thereof. Witness the undersigned by its corporate seal and the hand of its duly authorized officer this 14th day of August, 1953.

In the presence of: Josephine M. Christas, Pauline Schwarzbach, Eugene A. Owenline, Assistant Vice President, New York Life Insurance Company

SATISFIED AND CANCELLED OF RECORD 18th DAY OF August, 1953 R. M. C. FOR GREENVILLE COUNTY, S. C. AT 12:17 O'CLOCK P. M. NO. 20123

signed to this mortgage. See R.E.M. Book 363 Page 274.

121

396