

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

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

This mortgage assigned to *New York Life Insurance Co.*  
on *22nd* day of *Sept.* 19*47*. Assignment recorded  
in Vol. *372* of R. E. Mortgages on Page *113*

I, **John Lester Dyer**

SEND GREETING:

WHEREAS, **I** the said **John Lester Dyer**

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 three Hundred Fifty and No/100** (\$ **4350.00** ) DOLLARS, to be paid at **Canal Ins. Company Office** in Greenville, S. C., together with interest thereon from **October 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 **November**, 19**47**, and on the **1st** day of each **month** of each year thereafter the sum of \$ **26.36**, to be applied on the interest and principal of said note, said payments to continue up to and including the **1st** day of **October**, 19**67**, and the balance of said principal and interest to be due and payable on the **1st** day of **October**, 19**67**; the aforesaid **monthly** payments of \$ **26.36** each are to be applied first to interest at the rate of **four** ( **4** % ) per centum per annum on the principal sum of \$ **4350.00** 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 **John Lester Dyer** 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 **John Lester Dyer** 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**

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, located on the Southern side of View Point Drive and being a portion of the 16.35 acres conveyed by L. G. Southerland to Effie W. Robertson by deed dated May 23, 1942, recorded in deed book 245 page 51 in R.M.C. Office for Greenville County and having the following metes and bounds, according to a plat made by Pickell and Pickell dated August 23, 1947. JLD

BEGINNING at an iron pin on View Point Drive 51 feet West of/center of Crane Avenue at the intersection of View Point Drive and Crane Avenue; thence S. 26-06 E. 150 feet to an iron pin; thence N. 86-54 W. 200 feet to an iron pin; thence N. 26-00 W. 150 feet to an iron pin; thence N. 87-40 E. 100 feet to an iron pin; thence S. 81-22 E. 100 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 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 372 Page 79, the undersigned being the owner and holder thereof. Witness the undersigned by its corporate seal and the hand of its duly authorized officer this 9th day of August 1967.*  
*New York Life Insurance Company*  
*By: William F. Boone Second Vice President*  
*In the presence of: Sonia Schwarty*  
*Louis J. Caporale*

**SATISFIED AND CANCELLED OF RECORD**  
**25 DAY OF August 1967**  
**Ollie Farnsworth**  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
**AT 8:50 O'CLOCK A. M. NO. 6056**