

GREENVILLE CO. S. C.

State of South Carolina

OCT 11 10 31 AM 1958

County of GREENVILLE

WE, CHARLES D. MONTGOMERY and JOYCE V. MONTGOMERY

SEND GREETING:

WHEREAS, WE the said CHARLES D. MONTGOMERY and JOYCE V. MONTGOMERY

in and by OUR certain promissory note in writing, of even date with these presents ARE well and truly indebted to CANAL INSURANCE COMPANY in the full and just sum of Thirteen Thousand and no/100 (\$13,000.00) DOLLARS, to be paid at Canal Insurance Company in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of five & one-half (5 1/2%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of December, 1958, and on the 1st day of each month of each year thereafter the sum of \$ 79.84, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of October, 1983, and the balance of said principal and interest to be due and payable on the 1st day of November, 1983; the aforesaid monthly payments of \$ 79.84 each are to be applied first to interest at the rate of five & one (5 1/2%) per centum per annum on the principal sum of \$ 13,000.00 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 herein provided, including any past due taxes or insurance premiums, the same shall bear simple interest from the date of such default until paid at the rate of 5 1/2% 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 ten (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 WE the said Charles D. Montgomery and Joyce V. Montgomery, 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 US the said Charles D. Montgomery and Joyce V. Montgomery 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 certain piece, parcel or lot of land in Greenville County, State of South Carolina, being known and designated as Lot No. 124 of a subdivision known as McSWAIN GARDENS, Section 2, as shown on plat of said subdivision, recorded in the R.M.C. Office for Greenville County in Plat Book LL at page 137, and according to a recent survey by T. C. Adams, Engineer, having the following metes and bounds, to wit:

BEGINNING at an iron pin on the south side of Beaufort Street at the front joint corner of Lots Nos. 125 and 124 and the point of beginning being 258.6 feet to Richbourg Road and running thence with the joint line of said Lot No. 125, S. 15-53 E. 225 feet to an iron pin, the common corner of Lots Nos. 121, 122, 124 and 125; thence with the line of Lots Nos. 122 and 123, S. 83-07 W. 204.6 feet to an iron pin on Beaufort Street, being the joint front corner of Lots Nos. 123 and 124 and this point being 193.5 feet to Old Spartanburg Road; thence with said Beaufort Street, N. 8-01 E. 31.1 feet to an iron pin; thence continuing with said Beaufort Street, N. 6-05 E. 102.9 feet to an iron pin; thence continuing with said Beaufort Street, N. 35-14 E. 87.3 feet to an iron pin; thence continuing with said Beaufort Street, N. 64-19 E. 84.1 feet to an iron pin, the beginning corner.

This being the same property conveyed to the mortgagors this date by deed of R. W. Manley, the same to be recorded herewith.

The debt hereby secured is paid in full and the lien of this instrument is satisfied, being mortgage recorded in Book 762 Page 42, the undersigned being the owner and holder thereof. Witness the undersigned by its corporate seal and the hand of its duly authorized officer this 11th day of October, 1958.

New York Life Insurance Company

Witness my hand and seal

in the presence of

Handwritten signatures and stamps at the bottom right of the page.