

JUL 24 2 04 PM 1959

BOOK 796 PAGE 567

**MORTGAGE**

STATE OF SOUTH CAROLINA, }  
COUNTY OF GREENVILLE } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Charles J. Smith and Ruth C. Smith of  
Greenville, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto Canal Insurance Company

, a corporation organized and existing under the laws of State of South Carolina, hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of Ten Thousand Nine Hundred and No/100 Dollars (\$10,900.00), with interest from date at the rate of five & one-fourth per centum (5 1/4 %) per annum until paid, said principal and interest being payable at the office of Canal Insurance Company in Greenville, South Carolina, or at such other place as the holder of the note may designate in writing, in monthly installments of Sixty-five and 40/100-----Dollars (\$65.40), commencing on the first day of September, 1959, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of August, 1984.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto the Mortgagee, its successors and assigns, the following-described real estate situated in the County of Greenville, State of South Carolina:

All that piece, parcel or lot of land with the buildings and improvements situate thereon, situate lying and being in the County of Greenville, State of South Carolina, and being shown as the greater portion of Lot No. 163 on a plat of Oak Crest, a plat of which is recorded in the R. M. C. Office for Greenville County in Plat Book "GG" at pages 130 and 131 and having according to a more recent plat of Lots 159-163 of Oak Crest prepared by J. Mack Richardson dated November, 1958 and recorded in the R. M. C. Office for Greenville County in Plat Book "GG" at page 130, the following metes and bounds, to-wit:

Beginning at an iron pin on the easterly side of Maryland Avenue at the joint front corner of Lots 162 and 163 running thence N. 80-59 E. 159.4 feet to an iron pin; thence S. 16-29 W. 138.1 feet to an iron pin; thence N. 73-31 W. 140 feet to an iron pin on the easterly side of Maryland Avenue; thence along the easterly side of Maryland Avenue N. 16-29 E. 46.2 feet to an iron pin; thence continuing along the easterly side of Maryland Avenue N. 9-12 E. 23.8 feet to an iron pin the point of beginning.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the

*The debt hereby secured is paid in full and the lien of this instrument is satisfied, being mortgage recorded in Book 796, page 567, the undersigned being the owner and holder thereof. Witness the undersigned by its corporate seal and the hand of its duly authorized officer this 27th day of Sept. 1967.*

*New York Life Insurance Company  
James B. Woodruff, act. Vice President  
In the presence of:  
Rita R. McGray  
Louis J. [unclear]*

SATISFIED AND CANCELLED OF RECORD  
16 DAY OF Oct. 1967  
Eddie [unclear]  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 9:23 O'CLOCK A. M. NO. 11670