

FILED GREENVILLE CO. S. C.

APR 20 5 39 171 1946

ELLIE FARNWORTH R. M. C.

State of South Carolina,

County of GREENVILLE

I, James Hester, of Greenville County, South Carolina

WHEREAS, I the said James Hester SEND GREETING:

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-five Hundred & no/100 (\$ 4,500.00) DOLLARS, to be paid at Canal Insurance Co. of, in Greenville, S. C., together with interest thereon from July 1, 1946 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 August, 1946 and on the 1st day of each month of each year thereafter the sum of \$ 27.27, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of July 1966, and the balance of said principal and interest to be due and payable on the 1st day of July 1966, the aforesaid monthly payments of \$ 27.27 each are to be applied first to interest at the rate of four (4%) per centum per annum on the principal sum of \$ 4,500.00 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 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 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 I the said James Hester

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 James Hester

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, tis successors and assigns:

All that certain lot of land situate, lying and being on the West side of Bates Street (also known as Furman Road), County of Greenville, State of South Carolina, being known and designated as lot No. 11 of property of Central Realty Corporation according to a plat of said property made by Pickell & Pickell, April 30, 1946, recorded in the R. M. C. Office for said Greenville County in Plat Book 7, Page 57, and having according to said plat the following metes and bounds, to wit:

BEGINNING at a point on the West side of said Bates Street (Furman Road) at the joint corner of lots Nos. 10 and 11, and running thence with the West side of said Bates Street or Furman Road, S. 32-26 W. 50 feet to a stake at the corner of lot No. 11 and a 15-foot strip which is part of lot No. 12 of said property; thence along the joint line of said lots Nos. 11 and the 15-foot strip of lot No. 12, N. 57-34 W. 140 feet to a stake on the joint line of lots Nos. 11 and 12, at the rear corner of said lot No. 11; thence along the joint rear line of lot No. 11 and lot No. 12 N. 32-26 E. 50 feet to a stake at the joint rear corner of lots Nos. 10 and 11; thence along the joint line of said lots Nos. 11 and 10, S. 57-34 E. 140 feet to a stake on the west side of Bates Street (Furman Road) which is the joint corner of said lots Nos. 10 and 11, the point of beginning.