

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

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

We, John C. Mitchell and Marion L. Mitchell

WHEREAS, we the said John C. Mitchell and Marion L. Mitchell SEND GREETING:

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 Fifty-seven Hundred Fifty & no/100 (\$ 5,750.00) DOLLARS, to be paid at Canal Insurance Co. Office in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of four (4%) per centum per annum, said principal and interest being payable in installments as follows:

Beginning on the 1st day of July 1946, and on the 1st day of June 1956, to be applied on the interest and principal of said ... the 1st day of June 1956; the aforesaid ... each are to be applied first to interest at the rate of four (4%) per centum per annum on the principal ... front time to time, remain unpaid and the balance of each ... 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 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 we, John C. Mitchell and Marion L. Mitchell 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 John C. Mitchell and Marion L. Mitchell 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, its successors and assigns:

All that certain lot of land situate, lying and being on the West side of Parkwood Avenue in the City of Greenville, County and State aforesaid, being known and designated as lot No. 2 of property of Central Realty Corporation according to a plat of said property made by Dalton & Neves, April 1945, recorded in the R.M.C. Office for said Greenville County in Plat Book B, Page 177, and having according to said plat the following metes and bounds, to-wit:-

BEGINNING at a stake on the West side of Parkwood Avenue, which said point is 56 feet from the intersection of Gallivan Avenue and Parkwood Avenue, and running thence with the said Parkwood Avenue, N. 19-30 E. 53 feet to a point on said Parkwood Avenue, joint corner of lots Nos. 2 and 3; thence along the joint line of said lots Nos. 2 and 3, N. 71-32 W. 133 feet to a point, joint rear corner of lots Nos. 2 and 3; thence S. 19-30 W. 53 feet to a point, joint rear corner of lots Nos. 1 and 2; thence along the joint line of said lots Nos. 1 and 2, S. 71-32 E. 133 feet to the point of beginning, joint corner of lots Nos. 1 and 2 on the West side of said Parkwood Avenue.

For Assignment to this mortgage see R.E.M. Book 347 Page 232

J.C.M. M.L.M.

THE MORTGAGOR COVENANTS AND AGREES that with the monthly payment of principal and interest he will pay to mortgagee a pro rata portion of the tax assessments and insurance premium next to become due, as estimated by the mortgagee, and further agrees to pay on demand such further sums as may be necessary to pay said annual charges when actually determined. Moneys so held shall not bear interest, and upon default may be applied by mortgagee on account of the mortgage indebtedness.

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SATISFIED AND CANCELLED  
DEPT. OF RECORDS  
GREENVILLE COUNTY, S.C.  
M.C. FOR GREENVILLE COUNTY, S.C.  
RECORDED  
MAY 19 1956