

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

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

In Assignment, See R. E. M. Book 248, Page 116

I, Robert Lomax, of Greenville County, South Carolina

SEND GREETING:

WHEREAS, I the said Robert Lomax

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to Canal Insurance Comapny in the full and just sum of Thirty-seven Hundred Fifty & no/100 (\$3,750.00) DOLLARS, to be paid at Canal Ins. 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 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 \$ 22.73, 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, 19 66; the aforesaid monthly payments of \$ 22.73 each are to be applied first to interest at the rate of four (4%) per centum per annum on the principal sum of \$ 3,750.00 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 four (4) 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 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 Robert Lomax

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 Robert Lomax 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 East side of Maco Street, being known and designated as lot No. 2 of property of Central Realty Corporation according to plat of said property recorded in the R.M.C. Office for said Greenville County in Plat Book B, at Page 105, which property is located just outside of the city limits of the City of Greenville, County of Greenville, State of South Carolina, and has the following metes and bounds according to the said plat:

BEGINNING at a point on Maco Street at the joint corner of lots Nos. 1 and 2 which said point is 51.2 feet from the intersection of Tara Street and Maco Street, and running thence along the East side of said Maco Street, S. 36-10 E. 50.7 to a point which is the joint corner of lots Nos. 2 and 3 of said property; thence running along the joint line of said lots Nos. 2 and 3, N. 64-30 E. 124 feet to a point which is the joint rear corner of said lots Nos. 2 and 3; thence N. 25-30 W. 50 feet to a point which is the joint rear corner of lots Nos. 2 and 1; thence along the joint line of said lots Nos. 2 and 1, S. 64-20 W. 133.3 feet to the point of beginning, joint corner of lots Nos. 1 and 2 on the East side of said Maco Street.

(R.L.)

THE MORTGAGOR COVENANTS AND AGREES that with the monthly payment of principal and interest he will pay to mortgagee a prorata 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.

attest
Ollie Lammert
R. M. C.

at 2:50 P.M.
9249

Lien Released By Sale Under
Foreclosure 10 day of *April*
A.D., 1956. See Judgment Roll
No. *4-4054*
E. J. ...
MASTER