

MORTGAGE OF REAL ESTATE—G.R.E.M. 9

STATE OF SOUTH CAROLINA,  
County of GREENVILLE

*For assignment see R.E.M. Book 251, Page 264  
For assignment see R.E.M. Book 891 Page 419*

I, Albert L. Smith, of Greenville County, South Carolina

SEND GREETING:

WHEREAS, I the said Albert L. Smith,

in and by MY certain promissory note in writing, of even date with these presents am well and truly indebted to CANAL ~~SOUTHEASTERN LIFE~~ INSURANCE COMPANY, a corporation chartered under the laws of the State of South Carolina, in the full and just sum of Forty-one Hundred & Canal Ins. Co. Office August 1, 1946 No/100 ~~---~~ (\$ 4100.00) DOLLARS, to be paid ~~at~~ in Greenville, S. C., together with interest thereon from ~~---~~ 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 September, 1946, and on the 1st day of each month of each year thereafter the sum of \$ 24.97, to be applied on the interest and principal of said note, said payments to continue up to including the 1st day of August, 1966 and the balance of said principal and interest to be due and payable on the 1st day of August 1966; the aforesaid monthly payments of \$ 24.97 each are to be applied first to interest at the rate of four ( 4 ) per centum per annum on the principal sum of \$ 4,100.00 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 thereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) 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 Albert L. Smith CANAL ~~SOUTHEASTERN LIFE~~ 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 Albert L. Smith CANAL ~~SOUTHEASTERN LIFE~~ INSURANCE COMPANY, at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said ~~SOUTHEASTERN~~ CANAL LIFE INSURANCE COMPANY, its successors and assigns;

All that certain lot or tract of land situate, lying and being on the South side of Zara Street, Greenville County, South Carolina, just outside the city limits of the City of Greenville, known and designated as lot No. 5 according to a plat of Central Realty Corporation property made by W. J. Riddle February 2, 1946, recorded in the R.M.C. Office for said Greenville County in Plat Book B, page 105, and having the following metes and bounds, to-wit:-

BEGINNING at a stake on the South side of Zara Street, joint corner of lots Nos. 4 and 5, and running thence with the said Zara Street, N. 64-30 E. 50 feet to a stake on said Zara Street; thence S. 25-30 E. 150 feet; thence S. 64-30 W. 50 feet to a stake; joint rear corner of lots Nos. 4 and 5; thence along the joint line of said lots Nos. 4 and 5, N. 25-30 W. 150 feet to the point of beginning, stake on the South side of Zara Street, joint corner of lots Nos. 4 and 5.

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

*Paid in full & satisfied, this  
The 21st day of July 1958*

*Canal Ins. Company  
By: Wm R. Zimmers, Jr  
V. Pres.*

*Witness:  
D. E. Mullikin*

**SATISFIED AND CANCELLED OF RECORD**  
**30 DAY OF** May 1962  
*Delia [Signature]*  
**B. M. C. FOR GREENVILLE COUNTY, S. C.**  
**AT 10:10 O'CLOCK A. M. NO 29565**