

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

*In Assignment, see R. E. M. Book 351, Page 263.*

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

I, **Darius W. Gerhardt**, of Greenville County, South Carolina,

SEND GREETING:

WHEREAS, **I** the said **Darius W. Gerhardt**

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 **Ten Thousand & No/100** (\$**10,000.00**) DOLLARS, to be paid at **Canal Ins. Co. Office**, in Greenville, S. C., together with interest thereon from **September 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 **October**, 19**46**, and on the **1st** day of each **month** of each year thereafter the sum of \$ **60.60**, to be applied on the interest and principal of said note, said payments to continue up to and including the **1st** day of **September**, 19**66**, and the balance of said principal and interest to be due and payable on the **1st** day of **September**, 19**66**; the aforesaid **monthly** payments of \$ **60.60** each are to be applied first to interest at the rate of **four** (**4**) per centum per annum on the principal sum of \$**10,000.00** 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~~ **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 **I**, the said **Darius W. Gerhardt** 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~~ **Darius W. Gerhardt** the said **Canal Insurance Company** 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 piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, on the West side of Augusta Road, known and designated as lot No. 2 on a plat of the property of Central Realty Corporation made by Dalton & Neves, July 1946, recorded in the R.M.C. Office for said Greenville County in Plat Book B, page 174, and having according to said plat the following metes and bounds, to-wit:-

**BEGINNING** at an iron stake on the West side of Augusta Road, joint corner of lots Nos. 2 and 3, and running thence with the said Augusta Road S. 29-38 E. 50 feet to a stake at the joint corner of lots Nos. 1 and 2 according to said plat; thence along the joint line of said lots Nos. 1 and 2, S. 60-42 W. 87 feet to a stake at the joint rear corner of lots Nos. 1 and 2; thence along a 13.5 foot alley, N. 29-38 W. 50 feet to a stake at the joint corner of lots Nos. 2 and 3; thence along the joint line of lots Nos. 2 and 3, N. 60-42 E. 87 feet to the beginning point, joint corner of lots Nos. 2 and 3 on the West side of Augusta Road,

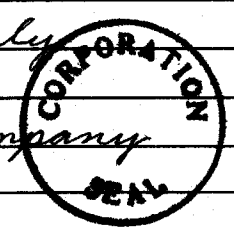
**ALSO:** All that lot of land known and designated as lot No. 11 according to said plat, fronting 19 feet on said alley, and more fully described as follows:

**BEGINNING** at a stake on the West side of said alley, joint corner of lots Nos. 11 and 12, and running thence along the said alley N. 29-38 W. 19 feet to a stake at the joint corner of lots Nos. 10 and 11 on said alley; thence along the joint line of lots Nos. 10 and 11, S. 60-42 W. 97.9 feet to a stake at the joint rear corner of lots Nos. 10 and 11; thence S. 29 18 E. 19 feet to a stake at the joint rear corner of lots Nos. 11 and 12; thence along the joint line of said lots Nos. 11 and 12, N. 60-42 E. 98 feet to the beginning point, joint corner of lots Nos. 11 and 12.

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

*The debt hereby secured is paid in full and the lien of this instrument is satisfied, being mortgage recorded in Book 351 Page 38, the undersigned being the owner and holder thereof. Witness the undersigned by its corporate seal and the hand of its duly authorized officer this 11th day of April 1966.*

*new York Life Insurance Company*  
By: *Charles F. Palmer*  
*Assistant Vice President*



SATISFIED AND CANCELLED OF RECORD

2 DAY OF May 1966