237 MORTGAGE: Prepared by Rainey and Fant, Attorneys at Law, Greenville, S. C. MORTGAGE OF REAL ESTATE STATE OF SOUTH CAROLINA, County of Greenville, I , Clement E, Heins, of Greenville County, South Carolina ------ SEND GREETING: whereas I the said Clement E. Heins 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 Sixty-four Hundred & no/100 -(\$6,400.00) DOLLARS, to be paid at Canal Ins. Co. office in Greenville, S. C., together with interest thereon from date—by until maturity at the rate of ____four (__4__%) per centum per annum, said principal and interest being payable in__monthly_____ Beginning on the 1st day of December , 19 46, and on the 1st day of each month of each year thereafter the sum of \$_38.79_____, to be applied on the interest and principal of said note, said payments to continue up to and including ___day of___November_____, 19_66_, and the balance of said principal and interest to be due and payable on the_____ November, 19 66; the aforesaid monthly payments of \$ 38.79 each are to be applied first to interest at the rate of___four___(_4_%) per centum per annum on the principal sum of \$ 6.400.00 or so much thereof as shall, from 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 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 (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. the said Clement E. Heins NOW, KNOW ALL MEN, That_ 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 the said Clement E. Heins _____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 piece, parcel or lot of land situate, lying and being on the Northeastern side of Celand Street, at the intersection of Celand Street and Virnelle Street, near the City of Greenville, County of Greenville, State of South Carolina, shown as lot No. 3 on a plat of Central Realty Corporation resubdivision made by Pickell & Pickell, October 17, 1946, recorded in the R.M.C. Office for Greenville County in Plat Book Q, Page 35, and having according to said plat the following metes and bounds, to-wit:-BEGINNING at a stake on Cleland Street, at the intersection of Virnelle Street with Celand Street, and running thence along Virnelle Street, N. 54-03 E. 135 feet; thence S. 36-05 E. 57.5 feet to a stake at the rear corner of lot 2; thence along the line of that lot, S. 54-03 W. 135 to a stake on the Northeastern side of Celand Street, corner of lot No. 3; thence along the said Celand Street, N. 36-05 W. 57.5 feet to the point of beginning. THE MORTGAGOR COVENANTS AND ACREES that with the monthly payments of principal and interest he will noy to mortgagee a pro rate portion of the taxes, assessments, and insurance premiums next to become due as estimated by the mortgagee, so that mortgagee will have sufficient funds on hand to pay taxes, assessments, and insurance premiums thirty days before the delinquency date thereof Any deficit shall immediately be paid to mortgagee by mortgagor. Moneys so hold shall hot bear interest, and upon default may be applied by mortgagee on account of mortgage indebtedness. The Mortgage Assigned to Mew York. Life West 362 of R. E. Morrgages on Page 46 ee R. E. M. Brok 990 Tage 220 CANCELLED OF MECORD C POR GREENVE CODING