MORTGAGE: Prepared by Rainey and Fant, Attorneys at Law, Greenville, S. C. For assignment, See R. E. M. Book 367, Cage 121 MORTGAGE OF REAL ESTATE STATE OF SOUTH CAROLINA, County of Greenville, I , Charles M. Whisenant, Jr., Greenville Count WHEREAS, __I__ the said_____ Charles M. Whisenant in and by ___my___ certain promissory note in writing, of even date with these presents __am_ Comeony in the full and just sum of Five Thousand (\$ 5.000.00) DOLLARS, to be paid at Canal Ins. Co. office C., together with interest thereon from date-hereo 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 December , 19 46, and on the 1st day of each month of each year thereafter the sum of \$30.30_____, 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 \$ 30.30 4_%) per centum per annum on the principal sum of \$_5,000.00 or so much thereof as shall, each are to be applied first to interest at the rate of_____ 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 several four (176) per centum per 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______, the said_____ Charles M. Whisenant, Jr. 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______ __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, barga-Canal Insurance Company, its successors and assigns:-All that piece, parcel, or lot of land situate, lying and being on the Northeastern side of Bynum Street, near the City of Greenville, Greenville County, South Carolina, being a portion of lot No. 23 of property of Marsmen. Inc., as shown on plat of said property made by G. Ellis, December 1935, recorded in the R.M.C. Office for said Greenville County in Plat Book D, pages 198 and 199, and more fully described as follows: -BEGINNING at a point on the Northeastern side of said Bynum Street 339 feet from the inter section of Bynum Street and National Highway No. 29 at the corner of lot No. 22, and running the along the line of that lot N. 35 E. 150 feet; thence N. 53-30 W. 50 feet; thence S. 35 W. 150 feet to a stake on said Bynum Street at the corner of lot No. 24; thence along said Bynum Street S. 53-30 E. 50 feet to the point of beginning. THE MORTGAGOR COVENANTS AND AGREES that with the monthly payments of principal and interes he will pay to mortgagee a pro reta 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 new texes, assessments, and insurance premiums thirty days before the delinquen date thereof. Any deficit shell immediately be reid to mortgagee by mortgagor. shall not bear interest, and upon default may be applied by mortgages on account of mortgage indebtedness. The debt hereby secured is Paid in Tu the lien as this instrument is sattified. mortgage bre corded in Book 356, Page 6, the signed being the owner and holder thereo Witness the undersigned by its Corporate se and the hand of its duly authorized officer day of December 19621 new York Life Insurque Suthe presence of: By William J. Box Eileen B. Barky. assistant Vice- President Lawrence V. Itunter