

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

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

We, J. Herbert Stroud and Edith Stroud

WHEREAS, we the said J. Herbert Stroud and Edith Stroud

in and by our certain promissory note in writing, of even date with these presents, we are indebted to Canal Insurance Company, Greenville, S.C. in the full and just sum of Seven Thousand and No. 100 (\$7,000.00) DOLLARS, to be paid at office of Canal Insurance Co. in Greenville, S.C. together with interest thereon from date hereof until maturity at the rate of Four and One-Half (4 1/2%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of January 1948, and on the 1st day of each month of each year thereafter the sum of \$ 53.55, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of December 1963, and the balance of said principal and interest to be due and payable on the 1st day of January 1964; the aforesaid monthly payments of \$ 53.55 each are to be applied first to interest at the rate of Four & One-Half (4 1/2%) per centum per annum on the principal sum of \$ 7,000.00 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 seven (7%) per centum per annum. Four & One-Half

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 we the said J. Herbert Stroud and Edith Stroud 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 us the said J. Herbert Stroud and Edith Stroud 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, and its Successors and Assigns:-

All that certain piece, parcel or lot of land on the Western side of Bennett Street in the City of Greenville, County of Greenville, State of South Carolina, in Greenville, County of Greenville, State of South Carolina, in Greenville Township, consisting of the rear portion of Lots Nos. 42 and 43 and a 20-foot strip off the rear of Lot No. 41, as shown on plat of North Hills, recorded in the R.M.C. office for Greenville County in Plat Book "H" at Page 90, and described as follows:-

BEGINNING on the Western side of said Bennett Street at a point 100 feet North from the Northern edge of Russell Avenue, and running thence N. 19-30 E. 65 feet; thence N. 70-30 W. 155 feet; thence S. 19-30 W. 65 feet; thence S. 70-30 E. 155 feet to the point of beginning; together with any interest the mortgagor may have in an alley lying North of said property. Said premises being the same conveyed to the mortgagor by Allen E. Vaughn by deed to be recorded herewith.

The Mortgagor covenants and agrees that with the monthly payments of principal and interest he will pay to the mortgagee a pro-rata portion of the taxes, assessments, and insurance premiums 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 thereon. Any deficit shall immediately be paid to mortgagee by mortgagor. Monies so held shall not bear interest and upon default may be applied by mortgagee on account of the mortgage indebtedness.

State of South Carolina  
County of Greenville  
The within Mortgage having been assigned to New York Life Insurance Company through error the said mortgage and the said note which it secures is hereby assigned to Canal Insurance Company without recourse this 2nd day of May, 1949.  
In the presence of:  
Rita R. Fitz Gibbon  
Claire F. Connolly  
New York Life Insurance Company  
By Fred W. Bliss  
Assistant Vice President  
SEAL

Assignment Recorded May 11, 1949, at 2:53 P.M. # 1090

*New York Life Ins. Co.*  
Assignment recorded  
4th day of Dec 1947  
Vol 374 of R. P. Mortgages  
SATISFIED AND CANCELLED OF RECORD  
9th DAY OF March 1964  
FILED IN GREENVILLE COUNTY, S. C.  
R. M. C. FOR GREENVILLE COUNTY, S. C. NO. 25470  
AT 3:37 O'CLOCK P.M.