

AUG 8 12 04 PM 1958

# State of South Carolina,

OLLIE F. WORTH

County of Greenville

LEONARD FINE and CAROL S. FINE

SEND GREETING:

WHEREAS, we the said Leonard Fine and Carol S. Fine

in and by our certain promissory note in writing, of even date with these presents are well and truly indebted to CANAL INSURANCE COMPANY in the full and just sum of TWENTY THOUSAND AND NO/100 (\$ 20,000.00) DOLLARS, to be paid Canal Insurance Company in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of five & one-half (5 1/2%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of October, 1958, and on the 1st day of each month of each year thereafter the sum of \$ 122.82, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of September, 1983, and the balance of said principal and interest to be due and payable on the 1st day of September, 1983; the aforesaid monthly payments of \$ 122.82 each are to be applied first to interest at the rate of five & one-half (5 1/2%) per centum per annum on the principal sum of \$ 20,000.00 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 herein provided, including any past due taxes or insurance premiums, the same shall bear simple interest from the date of such default until paid at the rate of 5 1/2 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 we, the said Leonard Fine and Carol S. Fine, 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 Leonard Fine and Carol S. Fine 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 forever.

ALL that piece, parcel or lot of land with all buildings and improvements thereon situate in Chick Springs Township, Greenville County, State of South Carolina, on the Eastern side of Greenbrier Road (Now called Sweetbrier Road) and being shown and designated as LOT NO. 15 on a plat of Section Two of Lake Forest Heights, recorded in Plat Book KK, at page 105, RMC Office for Greenville County and having, according to a recent survey of the property of Leonard Fine made by R. B. Bruce on July 18, 1958, the following metes and bounds, to wit:

BEGINNING at an iron pin on the East side of Sweetbrier Road (formerly called Greenbrier Road) at the joint front corner of Lots 16 and 15 and running thence along the joint line of said lots, South 89-11 East 192.2 feet to an iron pin; running thence South 0-02 East 111.1 feet to an iron pin at the rear joint corner of Lots 15 and 14; running thence along the joint line of said lots, North 88-46 West 197.6 feet to an iron pin on Sweetbrier Road (formerly called Greenbrier Road); running thence along Sweetbrier Road, North 2-24 East 110 feet to the point of beginning.

*For Satisfaction See R. B. Bruce Plat 900 Page 536.*

*[Handwritten signatures and stamps, including "JAMES W. WORTH" and "CLERK FOR GREENVILLE COUNTY"]*