$_{\text{Vol}} 363$ **26**3 MORTGAGE: Prepared by Rainey and Fant, Attorneys at Law, Greenville, S. C. MORTGAGE OF REAL ESTATE STATE OF SOUTH CAROLINA, County of Greenville, I , Broadus Lee Carter, of Greenville County, South Carolina WHEREAS, \_\_I\_\_ the said\_\_\_\_\_Broadus Lee Carter\_\_\_\_\_\_ in and by \_\_\_\_\_ certain promissory note in writing, of even date with these presents \_\_\_\_\_ am \_\_\_\_ well and truly indebted to \_\_\_\_\_ Insurance Company -- -- in the full and just sum of Four Thousand . Four Hundred and No/100 (\$4,400.00\_) DOLLARS, to be paid at Canal Ins. Co. Office in Greenville, S. C., together with interest thereon from until maturity at the rate of \_\_four\_\_\_\_\_ (\_\_\_4\_\_\_%) per centum per annum, said principal and interest being payable in\_\_\_\_\_ Beginning on the 1st day of June , 19 47, and on the 1st day of each month of each year thereafter the sum of \$\_26.67\_\_\_\_, to be applied on the interest and principal of said note, said payments to continue up to and including May , 1967; the aforesaid monthly payments of \$ 26.69 each are to be applied first to interest at the rate of four (\_4\_%) per centum per annum on the principal sum of \$4,400.00 or so much thereof as shall, \_\_\_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 serrous 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\_\_\_\_\_\_Broadus Lee Carter\_ 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 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 Northern side of Wilbenks Street, near the City of Greenville, County of Greenville, State of South Carolina, known and designated as lot No. 2 of property of Central Realty Corporation according to a plat thereof made by Pickell & Pickell March 28, 1947, recorded in the R.M.C. Office for said Greenville County, in Plat Book Q, Page 147, and having according to said plat the following metes and bounds, to-wit:-BEGINNING at a stake on the Northern side of Wilbanks Street at the corner of lot No. 3 according to said plat, and running thence along the line of lot No. 3, N. 10-15 W. 150 feet to iron pin at the rear corner of lot No. 3; thence N. 79-45 E. 62 feet to a stake at the rear corner of lot No. 1; thence along the line of said lot No. 1, S. 10-15 E. 150 feet to as take at the corner of lot No. 1 on Wilbanks Street; thence along the said Wilbanks Street, S. 79-45 W. 62 feet to the point of beginning. THE MORTGAGOR COVENANTS AND AGREES that with the monthly payments of principal and interest he will pay to 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 sufficeint funds on hand to pay taxes, assessments, and insurance premiums thirty days before Any deficit shall immediately be paid to mortgagee by mortgagor. Moneys so held shall not bear interest, and upon default may be applied by mortgagee on account of the mortgage indebtedness. Lien Released By Sale Under # 4498 Feb. 26 th, 1953 Foreclosure 26day of A.D., 19 53. See Judgment No. 5-6611attest. Bennie W. Suiden