

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

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

In Assignment, see R. E. M. Book 368, Page 298

I, Martin L. Harper WHEREAS, I the said Martin L. Harper SEND GREETING:

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 Fifty-Seven Hundred and No/100 (\$5700.00) DOLLARS, to be paid at Canal Ins. Co. Office in Greenville, S. C., together with interest thereon from August 1, 1947 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 September, 1947, and on the 1st day of each month of each year thereafter the sum of \$34.55, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of August, 1967, and the balance of said principal and interest to be due and payable on the 1st day of August, 1967; the aforesaid monthly payments of \$34.55 each are to be applied first to interest at the rate of four (4%) per centum per annum on the principal sum of \$5700.00 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.

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 I, Martin L. Harper 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 me the said Martin L. Harper

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 these two pieces, parcels or lots of land in Butler Township, Greenville County, State of South Carolina about tow and one half (2 1/2) miles Southwest of the City of Greenville, and lying on the Eastern side of Lindsay Avenue, near the Laurens Road, and being known and designated as Lots Nos. 78 and 79 of East Lynn, as per plat recorded in office of R.M.C. for Greenville County in Plat Book H, at page 195 and according to said plat having the following metes and bounds, to-wit:-

BEGINNING at an iron pin on the East side of Lindsay Avenue 125 feet from the North Eastern intersection of Lindsay Avenue and Laurens Road; thence with said Lindsay Avenue N. 35-06 E. 50 feet to an iron pin; thence S. 55-45 E. 205 feet to an iron pin; thence S. 35-06 W. 50 feet to an iron pin; thence N. 55-45 W. 205 feet to the point of beginning.

RECORDED AND CANCELLED OF RECORD 20 DAY OF SEPTEMBER 1951 M. C. FOR GREENVILLE COUNTY, S. C. 12:28 O'CLOCK P. M.

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 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 held shall not bear interest and upon default may be applied by mortgagee on account of the mortgage indebtedness.

The debt hereby secured is paid in full and the copy of this instrument is satisfied, being mortgage recorded in Book 368, page 292, the undersigned being the owner and holder thereof.

Witness the undersigned by its Corporate Seal and the hand of its duly authorized officer this 11 day of July 1951.

In the presence of Pauline Swartzbach, Motta Wittachon, New York Life Insurance Company, By: George S. Murray, assistant vice president, George S. Murray