

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

For Assignment, see R.E.M. Book 351, Page 267.

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

I, John P. James, of Greenville County, South Carolina,

SEND GREETING:

WHEREAS, I the said John P. James

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 Ninety-eight Hundred & No/100 (9,800.00) DOLLARS, to be paid at Canal Ins. Co. Office, in Greenville, S. C., together with interest thereon from August 1, 1946 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, 1946, and on the 1st day of each month of each year thereafter the sum of \$ 59.39, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of August, 1966, and the balance of said principal and interest to be due and payable on the 1st day of August, 1966; the aforesaid monthly payments of \$ 59.39 each are to be applied first to interest at the rate of four (4%) per centum per annum on the principal sum of \$ 9,800.00 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, the said John P. James 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 John P. James 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 certain piece, parcel or lot of land situate, lying and being in Greenville Township, County and State aforesaid, on the West side of McDonald Street, being part of lot No.101 on North Hills according to plat of North Hills recorded in the R.M.C. Office for Greenville County in Plat Book H, page 138, and containing thereon a one and one-half story asbestos shingle house, said lot being described as follows:

BEGINNING at a point on the West side of McDonald Street, 71.6 feet from the Southwest corner of McDonald Street and Tremont Avenue, and running thence along McDonald Street, S. 23-32 W. 55 feet to an iron pin; thence N. 66-28 W. 140 feet; thence N. 23-32 E. 55 feet; thence S. 66-28 E. 140 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 tax assessments and insurance premium next to become due, as estimated by the mortgagee, and further agrees to pay on demand such further sums as may be necessary to pay said annual charges when actually determined. 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 lien of this instrument is satisfied, being mortgage recorded in Book 351, Page 22, the undersigned being the owner and holder thereof, witness the undersigned by its corporate seal and the hand of its duly authorized officer this 5th day of Jan. 1966.

*New York Life Insurance Company
James E. Woodruff Assistant Vice President*

*In the presence of:
Rita R. McIl Goye
Louis J. Caporale*

SATISFIED AND CANCELLED OF RECORD
12 DAY OF January 1966
Alvin Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 9.22 O'CLOCK A. M. NO. 28525