

FILED
GREENVILLE CO. S. C.

DEC 31 1 02 PM 1947

W. E. FARMER
R. M. C.

State of South Carolina,

County of Greenville

I, Ernest W. Powell

SEND GREETING:

WHEREAS, I the said Ernest W. Powell

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to Canal Insurance Company, Greenville, S. C. in the full and just sum of Six thousand and No/100 (\$ 6000.00) 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 (4) 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 \$ 36.36, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of December, 1967, and the balance of said principal and interest to be due and payable on the 1st day of January, 1968; the aforesaid monthly payments of \$ 36.36 each are to be applied first to interest at the rate of Four (4) per centum per annum on the principal sum of \$ 6000.00 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 Four (4) 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 I, the said Ernest W. Powell

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Canal Insurance Co., Greenville, S. C. according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me

the said Ernest W. Powell in hand and truly paid by the said Canal Insurance Co., Greenville, S. C. 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 lot of land in Greenville Township, Greenville County, State of South Carolina, on the Northwestern side of High Hill Street in the City of Greenville, being shown as Lot No. 53 on Plat of Augusta Road Hills made by Dalton and Neves in December, 1940, recorded in the R. M. C. Office for Greenville County in Plat Book "M" at Page 33, and described as follows:

BEGINNING at a stake on the Northwestern side of High Hill Street, 240.2 feet Northeast from Long Hill Street at corner of Lot No. 54, and running thence with the line of said lot, N. 47-50 W. 165 feet to a stake at corner of Lot No. 40; thence with the line of said lot, N. 42-10 E. 60 feet to a stake at corner of Lot No. 52; thence with the line of said lot, S. 47-50 E. 165 feet to a stake on High Hill Street; thence with the Northwestern side of High Hill Street, S. 42-10 W. 60 feet to the beginning corner.

Said premises being

New York Life Ins. Co.

17th Dec 47
377 85

SATISFIED AND CANCELLED BY
DAY OF
R. M. C. FOR GREENVILLE COUNTY, S. C.
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