

THE STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE.

THIS INDENTURE, made the third day of January in the year one thousand nine hundred and twenty-one between

James Rowley Hudson part 1 of the first part, and THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a corporation organized and existing under the laws of the State of New York, having its principal office at Number 120 Broadway, in the Borough of Manhattan, of the City of New York, party of the second part; the said party of the first part being hereinafter known and designated as the Mortgagor, and the said party of the second part being hereinafter known and designated as the Mortgagee;

WITNESSETH: Whereas, the said mortgagor has issued to James Rowley Hudson its certain policy of insurance, bearing register date the first day of January, 1921, and numbered 496359, conditioned for the payment unto agreeing to pay to the beneficiary thereof, or his estate upon receipt of due proof of the death of the said James Rowley Hudson provided said policy be then in force and be then surrendered properly released, of the sum of Three Thousand Five Hundred (\$ 3,500.00) DOLLARS, all in accordance with the terms and conditions of said policy.

Whereas, the said mortgagor is justly indebted to the said mortgagee in the sum of thirty five hundred (\$ 3,500.00) Dollars, gold coin of the United States of America, of the present standard of weight and fineness, secured to be paid, together with the premiums on said policy of insurance, by a certain bond or obligation, bearing even date herewith, conditioned for the payment thereof at the principal office of the said mortgagee in the City of New York in One hundred twenty (120) equal monthly installments, each of the sum of forty-seven and 99/100 (\$ 47.99) Dollars, gold coin as aforesaid, payable in advance on the first day of each successive calendar month, beginning on the first day of January, 1921, and each such installment, except the first, which does not include interest, including:

- (a) A payment on account of the principal of said loan;
- (b) Interest at the rate of six per centum per annum, duly discounted, on the monthly decreasing balance of said principal sum which will remain unpaid on said loan after the payment of each of the said monthly installments; and
- (c) The monthly premium on said policy of insurance, computed at the said mortgagee's adopted rates for fractional premiums; it being in said bond expressly agreed that the whole of said principal sum, or the balance thereof from time to time outstanding, shall become due after default in the payment of any one of said installments, or of the taxes, assessments or water rates, as hereinafter provided, anything therein to the contrary notwithstanding.

Now this Indenture Witnesseth, that the mortgagor, for the better securing the payment to the said mortgagee of the said sum of money mentioned in the condition of the bond or obligation as aforesaid, with interest thereon, and of the premiums upon the payment of which said policy of life insurance is conditioned, and also for and in consideration of the sum of One Dollar to the mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents do grant, bargain, sell and convey unto the said mortgagee, its successors and assigns, forever:

All that certain piece, parcel or lot of land situate, lying and being on the east side of Pettigree Street, in the City of Greenville, County and State aforesaid, and having the following metes and bounds, to wit: Beginning at an iron pin on Pettigree Street and running thence north Pettigree Street N. 76-45 E. 55 feet, 9 inches to an iron pin; thence S. 15.00 E. 196 feet to an iron pin; thence S. 76-45 N. 55 feet, 9 inches to an iron pin, thence with dividing line of lots nos. 4 and 5 N. 15-00 E. 196 feet to the beginning corner: and being known as lot no. 5 on plat recorded in Plat Book C, page 30.