

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE.

THIS INDENTURE, made the Twenty-eighth day of December, in the year one thousand nine hundred and twenty-six between Walter D. Luther of the County of Greenville State of South Carolina and THE ROUITABLE 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 Mahattan, of the City of New York, part 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 mortgagee has issued to Walter D. Luther its certain policy of insurance, bearing registered date the first day of January, 1927, and numbered 944-449 being to pay to the beneficiary therein named upon receipt of proof of the death of the insured, provided premiums have been duly paid and said policy be then in force and be then surrendered properly released, the sum of \$4,500.00

(\$4,500.00) DOLLARS, all in accordance with the terms and conditions of said policy.

WHEREAS, the said mortgagor Walter D. Luther is justly indebted to the said mortgagee in the sum of \$72.18 (Seventy two and 18/100) DOLLARS, in 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 and twenty (100 and 20/100) equal monthly installments,

each of the sum of \$6.01 (Six and 1/100) DOLLARS, gold coin as aforesaid, payable in advance on the first day of each successive calendar month, beginning on the first day of January, 1927; and each such installment, except the first, which does not include interest, including: (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 life insurance, 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 thereinafter provided, anything therein to the contrary notwithstanding.

NOW, THIS INDENTURE WITNESSETH, that the mortgagor Walter D. Luther, 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 also for and in consideration of the sum of One Dollar to the mortgagor Walter D. Luther in hand paid by the mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and convey unto the said mortgagee, its successors and assigns, forever:

all that piece, parcel or lot 35 of land situated, lying and being in the City of Greenville, County of Greenville, State of South Carolina on the south side of West Carlisle Street and being known and designated as lot 35 of the lands of the Mountain City Land Improvement Company, recorded in the Public office for Greenville County in deed book Vol. 44, at page 600 and having according to a plot thereof prepared by Dalton and Norris Engineers, August 1926 the following meter and bounds, to wit:—  
Beginning at a stake on the south side of West Carlisle Street which stake is 100 feet east of the south east intersection of Conrad and West Carlisle Streets, and running thence along said West Carlisle Street S. 84-30 E. 60 feet to a stake, thence S. 6-30 W. 150 ft. to a stake; thence N. 84-30 W. 60 ft. to a stake, thence N. 6-30 E. 150 ft. to the point of beginning, and being the same lot of land conveyed to me by Harold C. Smith by deed recorded in the R. M. O office for Greenville County in Vol. 44 page 232.