MORTGAGE OF REAL ESTATE

Form 2

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 27465

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE.

THIS INDENTURE, made the first day of September in the year one thousand nine hundred and twenty seven between Carl G. Englehardt 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 part 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 Carl G. Englehardt its certain policy of insurance, bearing register date the first day of September, 1927 and numbered 4,943,409 agreeing to pay to the beneficiary therein named upon receipt of due 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 Five Thousand & No/100 ($5000.00) 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 Five Thousand & No/100 ($5000.00) 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 twenty (Sixty-five & 79/100) equal monthly installments, each of the sum of ($65.75) DOLLARS, gold coin as aforesaid, payable in advance on the first day of each successive calendar month, beginning on the first day of September, 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 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 aforesaid, with interest thereon, and also for and in consideration of the sum of One Dollar to the mortgagor 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 of land situate, lying and being in the State of South Carolina and County of Greenville, at or near the corporate limits of the City of Greenville, being known and designated as lot No 11 on a plat of Mrs. S. E. Wilkins property, which said plat is recorded in the R. M. C. office for Greenville County in Plat Book "F" at page 209, and having according to a plat thereof prepared by Dalton & Nunes, September, 1927 the following metes and bounds, to wit:-

Beginning at an iron pin on the west side of Elm Street, which said iron pin is 155 feet South of the Southwest intersection of Wilkins and Elm Streets, and running thence S. 18-00 E. 63 feet to an iron pin, joint corner of lots Nos 11 and 12, thence along the joint line of lots Nos 11 and 12, S. 72-00 W. 160 feet to an iron pin; thence N. 15-45 W. 63.05 feet to an iron pin, joint corner of lots Nos 10 and 11; thence along the joint line of lots Nos. 10 and 11, N. 72-00 E. 157.5 feet to the point of beginning

Paid in full this 8 day of Sept. 1935. Paid in full this 8 day of Sept. 1935. Paid in full this 8 day of Sept. 1935.