

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA,

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

THIS INDENTURE, made the 22nd day of December, in the year one thousand nine hundred and forty-one, between Henry Arner and Mary Holt Arner

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 in the Borough of Manhattan, of the City of New York, party of the first 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 mortgage has been made to Henry Arner and Mary Holt Arner, all justly indebted to the mortgagee in the sum of Seven Thousand and no/100 Dollars (\$7,000.00) and have agreed to pay the same with interest thereon its certain policy of insurance, bearing register date the first day of ... and numbered ... agreeing to pay to the beneficiary therein named upon receipt of the proof of the death of the insured, provided premiums have been duly paid and said policy be then in force and be at the rate of 4 1/2 per centum per annum from the 22nd day of December, 1941 according to the terms of a certain note of obligation bearing date herewith providing for the payment thereof in installments, the last of which is due and payable on the 15th day of May, 1952.

(\$) 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

each of the sum of ... regular equal monthly installments,

(\$) DOLLARS, gold coin as aforesaid, payable in advance on the first day of each successive calendar month beginning on the first day of ... and each 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 life insurance.

And until the date on which the regular monthly installments begin to be payable conditioned further for the payment of the interest on said principal sum and the monthly premiums on said policy of life insurance in thirty-five monthly installments of \$... each, commencing on the first day of ... and one month's interest in the sum of \$... on the first day of ... with the first regular monthly installment which does not include interest.

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 therein provided, anything 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 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, have 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 of land or lot of land, with the buildings and improvements thereon, situate, lying and being just southwesterly the corporate limits of the City of Greenville, in the County of Greenville, State of South Carolina, on the northeast side of Lanneau Drive, and being known and designated as Lots No. 20 and 21 as shown by a plat of the Estate of John S. Jenkinson, recorded in the P. M. C. Office for Greenville County, S. C. in Plat Book 4, at page 307, and having according to a recent survey made by R. E. Dalton, dated December 20th, 1941, the following metes and bounds, to-wit:

Beginning at an iron pin on the Northeast side of Lanneau Drive, 220 feet East from Mc Daniel Avenue, corner of Lot No. 20 and running thence with line of said lot N. 32-47 E. 151.7 feet to an iron pin, thence S. 50-56 E. 169.3 feet to an iron pin, thence S. 44-32 N. 142 feet to an iron pin on Lanneau Drive, thence with the northern side of Lanneau Drive N. 15-16 N. 145 feet to the beginning corner. Being a part of the property conveyed to R. E. Dalton by Charles S. Jenkinson, Joe S. Jenkinson, Clint J. Mitchell, Vera J. Jenkinson, Elizabeth J. Clayton, Leila J. Cowart and R. E. Dalton, by deed dated the 17th day of November, 1940, and recorded in the P. M. C. Office for Greenville County, S. C. in Deeds Volume 168, at page 94.

Together with all and singular the tenements, hereditaments and appurtenances thereof, including all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate and any and all buildings now or hereafter erected thereon. Such fixtures and articles of personal property including, but without being limited to, all screens, awnings, storm windows and doors, window shades, inlaid floor coverings, shrubbery, plants, stoves, ranges, refrigerators, boilers, tanks, furnaces, radiators, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, air-conditioning and ice-making equipment of whatever kind and nature except household furniture not specifically enumerated herein, all of which fixtures and articles of personal property are hereby declared and shall be deemed to be fixtures and accessories to the freehold and a part of the realty as between the parties hereto (their heirs, executors, administrators, successors and assigns) and all persons claiming by, through or under them and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be subject to the lien of this mortgage.



RECORDED AND INDEXED BY GREENVILLE COUNTY, S. C. DECEMBER 22 1941