

MORTGAGE OF REAL ESTATE

WALKER, EVANS & COWSWELL CO., GREENVILLE, S. C. 29718

THE STATE OF SOUTH CAROLINA, }  
COUNTY OF GREENVILLE.

THIS INDENTURE, made the fifth day of February 1928 in the year one thousand nine hundred and twenty-one between Eugenia Thomas Duke 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 Harry C. Duke its certain policy of insurance, bearing register date the first day of February 1921 and numbered 491021 conditioned for the payment unto agreeing to pay to the beneficiary thereof, provided upon receipt of due proof of the death of the said insured the sum of Five Thousand provided said policy is then in force and is then surrendered properly released, and

all in accordance with the terms and conditions of said policy. (5,000.00) DOLLARS, upon the terms therein set forth and conditioned on the payment to the said mortgagee of a monthly premium of seventy five Dollars, until the death of the said

; and Whereas, the said mortgagor is justly indebted to the said mortgagee in the sum of Five thousand

(5,000.00) 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 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 seventy five (75) Dollars, gold coin as aforesaid, payable in advance on the first day of each successive calendar month, beginning on the first day of February 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 mortgagor'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 thereafter 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 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 certain parcel or lot of land situate lying and being in the State aforesaid, in the City of Greenville, on Manly street in Block between North and Pettigrew streets, and having the following metes and bounds to-wit: Beginning at an iron pin on the west side of Manly street, corner of Dr. Clefton Jones, and running thence in a westerly direction on said line of Dr. Clefton Jones 110 feet to an iron pin; thence in a southerly direction on a line parallel with Manly street 57 1/2 feet to an iron pin; thence in an Easterly direction about parallel with Jones' line 110 feet to an iron pin on Manly street; thence along Manly street 58 feet to the beginning corner.*

*This is the identical lot conveyed to me by W. P. Anderson June 10th. 1918, see Volume 35, page 375.*

*Attest this 11th Day of February 1928*

*Handwritten notes and signatures, including 'Society' and 'Duke'.*