Vol. 117.

Form 1

MORTGAGE OF REAL ESTATE.

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 7890

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE.

THIS INDENTURE, made the 6th day of May in the year one thousand nine hundred and twenty-One between Joseph Henry Brown, of the County and State aforesaid part 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 Arthur Eugenia Brown its certain policy of insurance, bearing register date the first day of May, 1921, and numbered 4923 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 Six Thousand ($6000.00) 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 Six Thousand ($6000.00) 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 and twenty (120) equal monthly instalments, each of the sum of Eighty (80) Dollars and 30/100 ($80.30) DOLLARS, gold coin as aforesaid, payable in advance on the first day of each successive calendar month beginning on the first day of May, 1921, and each such instalment except the first which does not include interest, including:

(a) The 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 instalments; 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 instalments, 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 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 City of Greenville, County of Greenville, State aforesaid, on the South side of West Washington street and being more particularly described according to plat of Sandy Springs, prepared by R. E. Dalton, Surveyor, April 1921, as follows: Beginning at an iron pin on the South side of West Washington street, sixty-four and twenty-five hundredths (64.25) feet Westward from the curb of Mallon Street and running thence S. 42-16 W. two hundred and eight-tenths (218.8) feet to a fence post; thence N. 48-0 W. forty (40) feet to a fence post; thence N. 42-16 E. two hundred seventeen and eight-tenths (217.8) feet to iron pin on Washington street; thence with Washington street S. 48-0 E. forty (40) feet to the beginning corner.

Together with a right of way and easement in a strip four (4) feet by one hundred and forty (140) feet lying West and along the western line of the above lot with a frontage of four (4) feet on Washington street, and subject to a right-of-way easement in a strip adjoining the western edge of the above described lot with a frontage of four (4) feet on Washington street.

Signed, sealed and delivered in the presence of:

State of New York
County of New York

Personally appeared before me Geo. B. Glover and made oath that he saw the Equitable Life Assurance Society of the United States, by E. Van Riper, its President, and Ruth E. Crawford, its Comptroller, sign, seal and as its act and deed deliver the within and written mortgage, and that he with George B. Glover, witnessed the execution thereof.

Sworn to before me this 4th day of June, 1924.

George B. Glover

Notary Public, New York County No. 312
New York Co. Register No. 6168
Term Expires March 30, 1926

State of South Carolina
County of Greenville

Filed for record in the office of the Register of Mesne Conveyances for Greenville County, S. C. the 4th day of June, 1924, at 12:12 P. M.

Satisfied and Cancelled of Record 8 day of June 1928
James R. Bates
R.M.C. for Greenville County, S. C.

Recorded June 8, 1928 at 12:12 P.M.