Vol. 117.

MORTGAGE OF REAL ESTATE.

Form 1

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 7830

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE.

THIS INDENTURE, made the 11 day of January in the year one thousand nine hundred and twenty-three between Annie R. Fair of Greenville South Carolina part y 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 y 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 Charles H. Fair.

its certain policy of insurance bearing register date the first day of January 1923, and numbered #926269 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 Three Thousand

($3000.00) 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 Three Thousand

($3000.00) 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 Forty-two and 37/100

($42.30) DOLLARS, gold coin as aforesaid, payable in advance on the first day of each successive calendar month, beginning on the first day of January, 1923; and each such instalment, 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 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 certain lot or parcel of land situate, lying and being on the east side of Manly street in the City of Greenville, County of Greenville, State of South Carolina, and having the following metes and bounds, to wit:

Beginning at an iron pin on the eastern side of Manly Street, which iron pin is 100 feet from the southeast corner of Manly street and Pettigru Street, and running thence with said Manly Street S. 15 E. 80 feet to iron pipe; thence N. 74-52 E. 172.7 feet to iron pipe; thence N. 15 W. 80 feet to stake; thence S. 74-52 W. 172.7 feet to the point of beginning on Pettigru Street.

Satisfied and Cancelled of Record 26 day of November 1930
R. A. Gresham
R.M.C. for Greenville County, S. C.
at 9:50 a.m.

No 6