

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA, }
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

THIS INDENTURE, made the 15th day of October, 1941, in the year one thousand nine hundred and thirtysix, between Luella A. York

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 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 mortgagee has issued to Luella A. York its certain policy of insurance, bearing register date the first day of October, 1941, and numbered 1000000000, and agreed 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 surrendered properly released, the sum of Five thousand and no/100 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 and no/100 DOLLARS, of the United States of America, of the present standard of weight and measure, 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 eighty regular equal monthly instalments, each of the sum of Forty one and 98/100

(41.98) DOLLARS, as aforesaid, payable in advance on the first day of each successive calendar month, beginning on the first day of November, 1941, and each 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, fully 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.
And until the date on which the regular monthly instalments 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 (30) monthly instalments of \$ 1.80 each commencing on the first day of November, 1941, with the first regular monthly instalment 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 instalments, 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 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 do grant, bargain, sell and convey unto the said mortgagee, its successors and assigns, forever:

signed and sealed of
All that certain piece, parcel or lot of land, situate, lying and being on the West side of Wilton Street, in the City of Greenville, State of South Carolina, county of Greenville, and being more fully described as follows; to-wit:-

Beginning at an iron pin on the West side of Wilton Street, which pin is 66-2/3 feet from the Southwestern intersection of Randall and Wilton Streets, and running thence N. 83-13 W. 150 feet to an iron pin; thence S. 1-41 W. 66-2/3 feet to an iron pin; thence S. 83-13 E. 150 feet to an iron pin on the West side of Wilton Street; thence with said Street N. 1-41 E. 66-2/3 feet to the beginning corner. Being the same lot of land conveyed to the mortgagor herein by deed of The Equitable Life Assurance Society of the United States by deed dated October 15th, 1936, and to be recorded simultaneously herewith.

This mortgage is given to secure a portion of the purchase price of the above described property.

The Party of the First Part shall have the limited privilege of prepaying the amount due hereunder on the first day of any month, in amounts in addition to the instalment then due, equal to the amounts applicable on account of principal out of one or more successive instalments falling due immediately following the date of such payment, provided, however, that the privilege of prepayment hereby reserved shall be limited to an amount not to exceed, in any one fiscal year commencing concurrently with the date hereof, 10% of the balance of principal remaining unpaid at the commencement of such fiscal year. All such prepayments in excess of the instalment then due and payable shall be applied on account of the net balance of principal then remaining unpaid and the number of instalments payable hereunder shall be reduced accordingly, but no payment on account of principal shall reduce the amount of the regular monthly instalment or relieve the party of the First Part from the obligation to pay the same on the first day of each successive calendar month following such payment on account of principal until the entire indebtedness is fully paid.

SATISFIED AND DISCHARGED OF RECORD
1941
M. E. FOR GREENVILLE COUNTY
9:30
#13739

