

MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

THIS INDENTURE, made the 15th day of June, in the year one thousand nine hundred and thirty-nine, between Maude C. Pickett, party of the first part, and THE EQUITABLE LIFE INSURANCE 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 Maude V. Pickett justly indebted to the said mortgagee in the sum of Thirty-one Hundred and no/100 Dollars (\$3100.00) and has agreed to pay the same with interest thereon at the rate of five per centum per annum from the 15th day of June 1939 according to the terms of a certain note or obligation bearing even date herewith, providing for the payment thereof in instalments, the last of which is due and payable on the first day of May, 1950.

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 said note or obligation, 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 in the State of South Carolina, County of Greenville, on the East side of Lavinia Avenue, in the City of Greenville, being known and designated as Lot No. 38 on a plat thereof prepared by W. A. Adams, Surveyor, January, 1910, and having, according to said plat, the following metes and bounds, to-wit:-

BEGINNING at a stake on Lavinia Avenue, joint corner of Lots Nos. 37 and 38, and running thence in an Easterly direction along the joint line of Lots Nos. 37 and 38, 221 feet to a stake on Franklin Avenue; thence in a Northerly direction along the said Franklin Avenue to a stake, joint corner of Lots Nos. 38 and 39; thence in a Westerly direction along the joint line of Lots Nos. 38 and 39, 243 feet to a stake on Lavinia Avenue; thence in a Southerly direction along Lavinia Avenue, 56 feet, 6 inches to the point of beginning.

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

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, all heating, lighting, plumbing, gas, electric, ventilating, air-conditioning and incinerating equipment of whatsoever 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 accessory 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.

TO HAVE AND TO HOLD all and singular the said premises unto the mortgagee, its successors and assigns, forever.

AND the said mortgagor does hereby bind herself and her heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said mortgagee, its successors and assigns, from and against herself and her heirs, executors, administrators and assigns, and against every person or persons whomsoever lawfully claiming or to claim the same or any part thereof.

PROVIDED ALWAYS, that if the mortgagor or the heirs, executors or administrators of the mortgagor shall pay unto the said mortgagee, its successors or assigns, the said sum of money mentioned in said note or obligation, and the interest thereon, at the time and in the manner specified therein, and any and all other sums which may become due and payable hereunder, then these presents and the estate hereby granted shall cease, determine and be void, otherwise to remain in full force and viture.

AND the mortgagor for herself, her, heirs, executors, administrators and assigns, covenant with the mortgagee as follows, to wit:

FIRST: That the mortgagor will pay the indebtedness as hereinbefore provided, and, if default be made in the payment of any part thereof, or in the performance of any of the covenants and conditions herein contained, the mortgagee shall have power to sell the premises herein described according to law.

SECOND: And the mortgagor agrees to insure for the benefit of the mortgagee the houses and

Handwritten notes and signatures:
Dated July 15, 1939
The above is a true and correct copy of the original as presented to me
J. M. [Signature]
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