

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA,

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

THIS INDENTURE, made the 1st day of April, 1937, in the year one thousand nine hundred and thirty-seven, between Pete Byker

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 part 2 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 Pete Byker

its certain policy of insurance, bearing register date the first day of April, 1937, and numbered 876-1090, 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 Four Thousand and no/100 (\$4,000.00) 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 Four Thousand and no/100 (\$4,000.00) DOLLARS, gold coin of the United States of America, on 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 on the payment thereof at the principal office of the said mortgagee in the City of New York in One Hundred Eighty (\$180) regular equal monthly instalments, each of the sum of Forty Three and 54/100 (\$43.54) DOLLARS, gold coin as aforesaid, payable in advance on the first day of each successive calendar month, beginning on the first day of April, 1937, 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, 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. 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-five monthly instalments of \$1.00 each commencing on the first day of April, 1937, and one month's interest in the sum of \$1.00 on the first day of April, 1937, 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 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 parcel or lot of land, situated, lying and being in the city of Greenville, County of Greenville, State of South Carolina, on the north side of West Craft Street, being portions and designated as Lot No. 2 and a portion of Lot No. 1 and a portion of Lot No. 3, as shown in plan of the property of E. E. Stow, made by Dalton & Nantz Engineers July 1, 1925, but having, according to said plan the following metes and bounds, to-wit:

Beginning at an iron pin on the south side of West Craft Street, which iron pin is 50 feet west of the southeast corner of the intersection of West Craft and Towns Streets, and running thence S. 5-35 W. 150 feet to an iron pin; thence N. 84-25 W. 60 feet to an iron pin; thence N. 5-35 E. 150 feet to an iron pin on the south side of West Craft Street; thence along line of said street S. 25 E. 60 feet to the beginning corner.

SATISFIED AND CANCELLED OF RECORD... DAY OF... 1937... AT 3:40 O'CLOCK # 985

