

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE,

MORTGAGE OF REAL ESTATE

THIS INDENTURE, made the 29th day of September, 1939, in the year one thousand nine hundred and thirty nine, between Kate J. Altman, Vice President

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, part of the first part, 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

its certain policy of insurance, bearing register date the first day of ... 19... and numbered ... 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

WHEREAS, the said mortgagee is justly indebted to the said mortgagee in the sum of \$5,500.00 - Five Thousand + 00/100

(\$5,500.00) DOLLARS, gold coin of the United States of America, at 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 ... with interest thereon at the rate of five per cent per annum from the maturity hereof, to wit, 1st day of October, 1939, according to the terms of a certain note of \$5,500.00 bearing even date herewith, providing for the payment thereof in instalments, the last of which is due and payable on the 1st day of October, 1939.

(...) DOLLARS, gold coin as aforesaid, payable in advance on the first day of each successive calendar month, beginning on the first day of ... 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-five monthly instalments of \$... each commencing on the first day of ... 19... and one month interest on the sum of \$... on the first day of ... 19... 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, or 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 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:

That certain piece, parcel or lot of land, situate, lying and being on the east side of M^e Daniel Avenue, in the City of Greenville, County of Greenville, State of South Carolina, and being known and designated as Lot No. 1 as shown on plat of property of "Estate of John Jankinson", recorded in the R. T. C. Office for Greenville County, in Plat Book 5, at page 207, and having according to a recent survey made by R. K. Dalton, Engineer, Sept. 1939, the following metes and bounds, courses and distances, to-wit:

Beginning at an iron pin on the east side of M^e Daniel Avenue, which iron pin is 75 feet north from the northeastern intersection of M^e Daniel Avenue and Annau Drive, joint corner of Lots No. 1 and 2, and running thence with the joint line by said lots S. 70-48 E. 191.3 feet to an iron pin in line by Lot No. 34; thence with the line of said lot, N. 21-44 E. 82.3 feet to an iron pin thence N. 73-09 W. 208.2 feet to an iron pin on the east side of M^e Daniel Avenue; thence with the east side of said Avenue, S. 9-21 W. 75 feet to the beginning corner.

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 being limited to, all screens, awnings, storm windows and doors, window shades, inlaid floors, covering shrubbery, plants, stoves, ranges, refrigerators, boilers, tanks, furnaces, radiators, and all heating, lighting, plumbing, gas, electric ventilating, refrigerating, 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.