

MORTGAGE OF REAL ESTATE

38275 PROVINCE-JARRARD CO.-GREENVILLE

AGREEMENT MADE this 9th day of June, 1938, by and between Nelle B. Austin party of the first part and THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a New York Corporation having its principal office at 393 Seventh Avenue, New York City, party of the second part:

WITNESSETH:

WHEREAS, The party of the second part is the owner and holder of the bond or note of W. Fred Blakely for a loan of \$3,000.00, dated the 2nd day of October 1931, and secured by a mortgage, recorded in the office of the R. M. C. for Greenville County, State of South Carolina in book 117 page 96, and by the assignment of policy of life insurance numbered HP8 555 307 issued by said party of the second part:

AND, WHEREAS, the said loan is now in default and the premiums on the policy of life insurance have not been paid and said policy of life insurance has lapsed and become null and void; and the said party of the first part is now the owner of the premises described in said mortgage or trust deed and has requested the party of the second part to reinstate said loan and permit said party of the first part to continue the payment of the regular instalments of principal and interest without the life insurance premiums.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar in hand paid by the party of the first part, receipt whereof is hereby acknowledged, and for the further consideration of the faithful performance by the part of the first part, of all the terms and conditions contained in said bond or note and mortgage or trust deed, the parties hereto agree that said loan shall be and hereby is reinstated and continued as a regular monthly payment loan, without life insurance, and the part of the first part hereby assumes and obligates herself, her heirs, executors, administrators and assigns to pay the full amount now due and owing, together with interest thereon at the rate of 6% per annum, in monthly instalments of \$25.18 each, on the first day of each successive month, commencing on the first day of July, 1938, until the entire amount due is fully paid with interest, Each instalment to include an instalment of principal on said loan and interest at the rate of 6% per annum on the monthly decreasing balance which shall remain unpaid on said loan after payment of each of said monthly instalments.

AND, the said party of the first part, hereby covenants and agrees to fulfill and perform all of the covenants, terms, and conditions in said bond or note and mortgage or trust deed and the same shall remain in full force and effect, except as herein specifically modified.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed, the day and year first above written.

In the presence of:

Annis B. Austin
W. A. Merritt
As to Party of First Part

Nelle B. Austin (SEAL)

The Equitabel Life Assurance Society of the United States
By Glenn McHugh, 2nd Vice President
A. P. Carroll, Asst. Secretary.



Approved CBEC

J. Nelson
J. Abern
As to Party of Second Part.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE.

PERSONALLY appeared before me Annis B. Austin, who, being duly sworn, says that she saw Nelle B. Austin sign, seal and as her act and deed execute the foregoing Agreement and that she with W. A. Merritt witnessed the execution thereof.

SWORN to before me this
8 day of June, 1938.

Annis B. Austin

W. A. Merritt (LS)
Notary Public for South Carolina.

STATE OF NEW YORK)
COUNTY OF NEW YORK)

On this 22nd day of July, 1938, before me J. Nelson, a Notary Public in and for the County of New York, State of New York, residing therein duly commissioned and sworn, personally appeared Glenn McHugh and A. P. Carroll known to me to be the 2nd, Vice President and Asst. Secretary of the Corporation that executed the within instrument and the officers who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, the day and year in this certificate first above written.



J. Nelson
Notary Public, Kings County No. 77, Reg. No. 193
New York County, No. 236, Reg. No. O-N-151
Term expires March 30, 1940.