

MORTGAGE OF REAL ESTATE

WALKER, EVANS & CROSWELL CO., CHARLESTON, S. C. 14388-2-13-40

*Cancelled
This Mortgage
R.M.S.*

STATE OF SOUTH CAROLINA)

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE)

THIS INDENTURE, made the 31st day of January, in the year one thousand nine hundred and forty-one, between THOMAS H KEATING, party of the first part, 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 THOMAS H. KEATING is justly indebted to the said mortgagee in the sum of THIRTY-EIGHT HUNDRED TWENTY-FIVE AND NO/100 Dollars (\$3,825.00) and has agreed to pay the same with interest thereon at the rate of five per centum per annum from the 31st day of January, 1941 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 1st day of November, 1955.

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 certain piece, parcel or lot of land in Greenville Township, State and County aforesaid, about 1 1/2 miles North of the City of Greenville and known and designated as the Eastern half of Lot No. 8, according to a plat recorded in the R. M. C. Office for Greenville County in Plat Book "F" at page 204, and having, according to a recent survey thereof made by Dalton & Neves, Engineers, February, 1940, the following courses and distances, to-wit:-

BEGINNING at an iron pin 450 feet West of the Southwest intersection of Mountain View Avenue and Townes Street Extension, joint corner of Lots. Nos. 8 and 9, and running thence with the joint line of said lots, S. 10-15 W. 170.5 feet to an iron pin in the line of an alley; thence along the line of said alley, N. 79-45 W. 50 feet to an iron pin; thence N. 10-15 E. 170.5 feet to an iron pin in the line of Mountain View Avenue; thence along the Southern side of Mountain View Avenue, S. 79-45 E. 50 feet to the point of beginning.

This mortgage is given to secure a part of the purchase price of the within described property conveyed to the mortgagor by the Equitable Life Assurance Society of the United States by deed dated January 3rd, 1941.

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 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 here to, 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 himself and his 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 himself and his 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 virtue.

AND the mortgagor for himself and his, heirs, executors, administrators and assigns, covenants

The debt for which this mortgage was given to secure having been paid in full, this mortgage and the note it secures is hereby declared to be null and void. Dated at Birmingham, Alabama this 4th day of September, 1953.

*Protective Life Insurance Co.
By: Romaine S. Scott - Vice Pres.
W. C. Shannon - Secretary*

*In the presence of -
Doris Atkins - Robert Neill*

*RECORDED
INDEXED
M. C. FOR GREENVILLE, S. C.
5:40 O'CLOCK P. M.*