

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA,)
 COUNTY OF GREENVILLE.)

A G R E E M E N T

AGREEMENT made this 28th day of December, 1940, between THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a corporation having its principal office at 393 Seventh Avenue, City and State of New York, herein designated as Party of the First Part, and JOSEPH A GARRETT, herein designated as Party of the Second Part.

W I T N E S S E T H:

WHEREAS, the Party of the First Part is the owner and holder of the note of Joseph A. Garrett in the sum of Thirty-One Hundred Fifty (\$3,150.00) Dollars, representing one of a series of notes executed for a loan of Six Thousand (\$6,000.00) Dollars, dated December 8, 1930, and secured by a real estate mortgage recorded in the office of the R. M. C. for Greenville County, State of South Carolina, in Mortgage Volume 72, at page 138; and

WHEREAS, said note became due on November 1, 1940, on which was paid the sum of One Hundred Fifty (\$150.00) Dollars, leaving a balance of Three Thousand (\$3,000.00) Dollars now due and owing on said note and mortgage; and

WHEREAS, the parties hereto are desirous of modifying the terms of said note and mortgage herein set forth;

NOW, THEREFORE, in consideration of the premises and of the mutual promises herein contained and the sum of One (\$1.00) Dollar to each duly paid by the other (receipt whereof is hereby acknowledged), it is hereby mutually covenanted and agreed that the terms of said note and mortgage be, and the same are hereby, modified to the extent that the sum of Three thousand (\$3,000.00) Dollars, representing the unpaid balance of principal, shall be payable in twenty (20) regular semi-annual installments of One Hundred Fifty (\$150.00) Dollars each on the 1st day of each and every May and November, beginning with the 1st day of May, 1941, together with interest on the unpaid principal amount at the rate of five (5%) per cent per annum, to be computed and paid semi-annually on the 1st day of each and every May and November, beginning with the 1st day of May, 1941.

And the Party of the Second Part, in consideration of the granting of this modification and extension, further covenants and agrees that he will pay said amount due and interest when the same shall become due, as above set forth, and comply with the other terms and conditions of the said note and mortgage.

It is agreed by and between the parties hereto that the Party of the Second Part, after one year from the date hereof, may prepay the entire principal sum of said loan, or any part thereof, in multiples of One Hundred (\$100.00) Dollars.

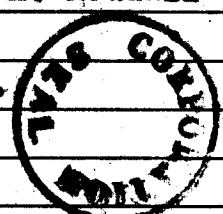
This agreement is made upon the express condition that the said Party of the Second Part is now the owner of the premises covered by said mortgage.

Nothing herein contained shall invalidate any of the security now held for the said debt nor impair any conditions in the said note and mortgage except as herein specifically modified.

This agreement shall bind the parties, their successors, heirs, legal representatives and assigns.

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

In the Presence of:	)	THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE	
J. C. Nelson	)	UNITED STATES, Party of the First Part,	(LS)
Elizabeth Dalrymple	)	By W. G. Schelker	
As to Party of the First Part	)	Vice President - W. G. Schelker	
	)	And A. H. Reddall	
Alpha Dodd	)	Assistant Secretary - A. H. Reddall	
W. W. Wilkins	)	Joseph A. Garrett	(LS)
As to Party of the Second Part	)	Party of the Second Part.	



STATE OF NEW YORK,)
 COUNTY OF NEW YORK.)

PERSONALLY APPEARED BEFORE ME J. C. Nelson, who, being duly sworn, says that he saw W. G. Schelker as Vice President, and A. H. Reddall as Asst. Secretary of The Equitable Life Assurance Society of the United States, sign, seal with its corporate seal and as the act and deed of said corporation execute the foregoing modification and extension agreement, and that he, with Elizabeth Dalrymple, witnessed the execution thereof.

Sworn to before me this