

STATE OF SOUTH CAROLINA, }

COUNTY OF GREENVILLE.

THIS INDENTURE, made the 22nd day of September in the year one thousand nine hundred and twenty-one between Mamie Smith, of the County and State aforesaid

part Y 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 at Number 120 Broadway, 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 mortgagee has issued to Merritt Allen Smith

its certain policy of insurance, bearing register date the first day of October, 1921, and numbered 4916019 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 Three thousand

(\$ 3,000.00) 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 three thousand

(\$ 3,000.00) DOLLARS, gold coin of the United States of America, of 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 One hundred and twenty

(120) equal monthly instalments, each of the sum of forty-two and 63/100

(\$ 42.63) DOLLARS, gold coin as aforesaid, payable in advance on the first day of each successive calendar month, beginning on the first day of October, 1921; and each such 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, 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 thereinafter 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 doth grant, bargain, sell and convey unto the said mortgagee, its successors and assigns, forever:

All that piece, parcel or lot of land situate, lying and being in the State and County aforesaid, in Ward One of the City of Greenville, and being known as Lot No. 17 on a plat of Townes Street property of W.C. Cleveland, which plat was made by W.D. Neves and approved by H.C. Poe, Jr., City Engineer, on October 22, 1909 and is recorded in the R.M.C. Office for Greenville County in plat book of Cleveland and Williams, said lot being more particularly described as follows:

Beginning at a point on Neal Street, common to lots 16 and 17, and running thence N. 14 E. one hundred ninety-six and nine-tenths (196.9) feet to a stake; thence S. 86 W. sixty-one (61) feet to a stake; thence S. 14 W. one hundred eighty-six and six tenths (186.6) feet to a stake on said Neal Street; thence with Neal Street S. 76 E. sixty (60) feet to the beginning corner.

State of South Carolina, County of Greenville.

Waiver of Priority of Lien.

For value received I, Dr. A. White, do hereby waive the priority of the lien of a mortgage for \$1100.00 over the within described lot of land executed to me by M.A. Smith on June 1st, 1920 and recorded in R.M.C. Office for Greenville County, Mortgage Book 94 page 33, in favor of the within mortgage by Mamie Smith to the Equitable Life Assurance Society of the U.S. for \$3000.00 so that the within mortgage shall be a first mortgage and the mortgage to me for \$1100.00 a second mortgage over said premises.

Witness my hand and seal this 10th, day of October 1921.

In presence of.

(L.S.)

Satisfied and Cancelled By [Signature] R.M.C. for Greenville County, S. C. 6th day of Oct 1921