

STATE OF SOUTH CAROLINA.

COUNTY OF GREENVILLE.

THIS INDENTURE made the 21st day of July 1928 in the year one thousand nine hundred and twenty eight between James Gagan

part 1st of the first part, and THE EQUIVABLE 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 part 1st 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 James Gagan

its certain policy of insurance, bearing record date the first day of April 1922, and numbered 1038 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 Four thousand

(\$4,000.00) DOLLARS all in accordance with the terms and conditions of said policy

WHEREAS the said mortgagor James Gagan justly indebted to the said mortgagee in the sum of Four thousand

(\$4,000.00) DOLLARS, gold coin of the United States of America, of the present standard of weight and fineness, agreed 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 36.84

(\$36.84) DOLLARS, gold coin as aforesaid, payable in advance on the first day of each successive calendar month, beginning on the first day of April 1922; 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

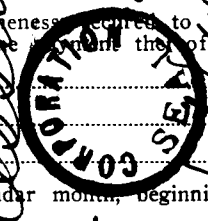
(c) The monthly premium on said policy of life insurance, it being in said bond expressly agreed that the whole of said principal sum, or the balance thereof from time to time outstanding, shall become due after default in the payment of any one of said instalments, or of the taxes, assessments or water rates as thereinafter provided, anything therein to the contrary notwithstanding.

NOW THIS INDENTURE WITNESSETH that the mortgagor James Gagan for the better securing the payments to the said mortgagee of the said sum of money mentioned in the conditions 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 James Gagan to hand paid by the mortgagee, the receipt whereof is hereby acknowledged, has James Gagan granted, bargained, sold and released, and by these presents do James Gagan grant, bargain, sell and convey unto the said mortgagee, its successors and assigns, forever:

All that certain lot or parcel of land situate, lying and being in the City of Greenville, Greenville County, South Carolina, on the southwest side of Hampton Avenue, and being known and designated as Lot No. 3, as shown on plat of record in the R.M.C. Office for Greenville County in Flat Book C., at page 43, and having, according to said plat, the following metes and bounds, to-wit: Beginning at an iron pin on Hampton Avenue, 152 feet north of Frank Street, corner of lots 2 and 3, and thence thence with Hampton Avenue, S. 32-25 W. 51 feet to an iron pin, corner of Lot No. 4, thence with the line of Lot No. 4, S. 57-35 W. 140 feet to an iron pin on a 10 foot alley; thence with said alley S. 32-25 W. 51 feet to an iron pin on Lot No. 2, thence with the line of Lot No. 2, N. 57-35 E. 140 feet to an iron pin on Hampton Avenue, the beginning corner.

*State of South Carolina, ss. County of Greenville, The Equitable Life Assurance and holder of a mortgage of April 1922 covering a lot of land recorded in the office of the County in Book 117 and for said payment of said mortgage by James Gagan the said Regulator upon the record.*

*This release is given and mortgage executed and has been lost or destroyed. In witness whereof of the United States and these R. G. Gagan to be affixed and 2nd. Vice President and 26th. day of July, 1928. The Equitable Life Assurance Society of the United States By R. G. Gagan, President. Signed sealed and delivered in the presence of: A. Lawrence Elizabeth Gagan*



Satisfaction Recorded 21st Day of July 1928

Satisfied and Cancelled of Record 21st day of July 1928

R.M.C. for Greenville County, S. C. At 10:10 A.M.