

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE.

THIS INDENTURE, made the Eighth day of June, 1931, in the year one thousand nine hundred and thirty one between Alma L. Hicks,

part 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 Mahattan, of the City of New York, part of the second part; the said part 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 Alma L. Hicks

its certain policy of insurance, bearing register date the first day of June, 1928, and numbered 846784, being to pay to the beneficiary therein named upon receipt of proof of the death of the insured, provided premiums have been duly paid and said policy is then in force and be then surrendered properly released, the sum of Three Thousand Five Hundred and no/100

(\$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

(\$3,000.00) DOLLARS, in 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 place of the said mortgagee in the City of New York in the sum of

Thirty Seven Hundred and no/100 (\$37.00) equal monthly installments,

each of the sum of (\$37.00) DOLLARS, gold coin as aforesaid, payable in advance on the first day of each successive calendar month, beginning on the first day of June, 1931; and each such installment, except the first, which does not include interest, including:

(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 installments; 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 installments 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 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 situate, lying and being in the State and County aforesaid, just outside the corporate limits of the City of Greenville, being known and designated on a plat of the O. P. Mills property, recorded in Plat Book "b", at page 176, R. M. O. Office for Greenville County, as part of lot no. 20 in block "m" and having, according to a survey made January, 1927, by Dalton & Neves, the following metes and bounds, to-wit:-

Beginning at a point on the north side of Elm Street, which point is 180 feet East of the intersection of Prentiss Avenue and Elm Street, and running thence N. 45-27 E. 150 feet to a point; thence S. 44-33 E. 46.6 feet to a point; thence S. 36-37 W. 151.6 feet to a point on the north side of Elm Street; thence along said Elm Street, N. 44-33 W. 70 feet to the point of beginning.

State of South Carolina, County of Greenville.

For Value Received, American Building & Loan Association, the owner and holder of a certain judgment secured against Alma L. Hicks, in the sum of \$1824.61, as evidenced by Judgment Roll no. 1321 recorded in the Office of the Clerk of Court for Greenville County, hereby waive the priority and postpone the lien thereof in favor of the within mortgage so that the lien of the within mortgage shall constitute a first lien against the property therein described.

Dated at Greenville, S.C. this 8th day of June, 1931.

In The Presence Of: Lottie West, D. R. Bain, American Building & Loan Association, By, N. M. Hewell, Secretary.

State of South Carolina, County of Greenville.

Personally appeared before me Lottie West who being duly sworn says that he saw N. M. Hewell as Secretary of the American Building & Loan Association, a corporation, sign, seal and as the act and deed of said corporation deliver the within written instrument, and that he with D. R. Bain witnessed the execution thereof.

Sworn to before me this 8th day of June, 1931. Lottie West.

D. R. Bain (L.S.) Notary Public for South Carolina Waiver Recorded June 7, 1931 at 3:40 P.M.

For Waiver of Priority in favor of this mortgage See Mtg. Book 135- Page 182

RECORDED IN GREENVILLE COUNTY #12122