

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA,

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

THIS INDENTURE, made the 1<sup>st</sup> day of March, 1940, in the year one thousand nine hundred and thirty-two, between J. Lawrence, Jr., M. Duke

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 mortgagee has issued to M. Duke, Jr., M. Duke

its certain policy of insurance, bearing register date the first day of March, 1932, and numbered 2746102, 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 \$6,500.00 DOLLARS, all in accordance with the terms and conditions of said policy.

WHEREAS, the said mortgagor justly indebted to the said mortgagee in the sum of \$8,600.00 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 regular equal monthly instalments,

each of the sum of Eighty-six Dollars, gold coin as aforesaid, payable in advance on the first day of each successive calendar month, beginning on the first day of March, 1932, and each 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.
- And until the date on which the regular monthly instalments begin to be payable conditioned further for the payment of the interest on said principal sum and the monthly premiums on said policy of life insurance in thirty-five monthly instalments of \$24.00 each commencing on the first day of March, 1932, and one month's interest in the sum of \$1.00 on the first day of March, 1932, with the first regular monthly instalment which does not include interest.

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 thereafter 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 do grant, bargain, sell and convey unto the said mortgagee, its successors and assigns, forever:

All the certain piece, parcel or lot of land situate, lying and being in the County of Greenville, City of Greenville, South Carolina on the South side of Crescent Avenue (formerly Mill Avenue) and being known and designated as Lot No. 12 in Block "C" of the Castle Park property and having, according to a survey made by C. M. Ferguson, Jr., Engineer, March 7, 1932, the following lines and bearings, to-wit:

Beginning at an iron pin on the South side of Crescent Avenue, which iron pin is 90.2 feet East of Long up to street and running thence South with the line of said Crescent Avenue, N. 77-05 E. 30.0 feet to an iron pin; thence continuing with the line of said Avenue, N. 79-12 E. 53.2 feet to an iron pin, corner of Lot No. 11; thence with the line of that Lot, S. 2-42 E. 159.2 feet to an iron pin; thence S. 77-46 W. 70 feet to an iron pin; thence N. 28-42 W. 16.4 feet to the point of beginning.

SATISFIED AND CANCELLED  
RECORDED  
Office of the Recorder  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
# 13794