

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

THIS INDENTURE, made the 18th day of January, in the year one thousand nine hundred and thirty-five, between W. I. Smith, part of the first part,

and THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, 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

its certain policy of insurance bearing register date the first day of January, 1935, and numbered 139, 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

(\$ 4250.00) 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 \$4250.00

(\$ 4250.00) 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 of 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 Thirty Nine

(139) regular equal monthly instalments, each of the sum of Forty Two and 50/100

(\$ 42.50) DOLLARS, gold coin as aforesaid, payable in advance on the first day of each successive calendar month, beginning on the first day of January, 1935, 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 insurance.

And until the date on which the said monthly instalments begin to be payable and paid further for the payment of the interest on said principal sum and the monthly premium on said policy of life insurance in thirty five (35) monthly instalments of \$42.50 each commencing on the first day of January, 1935, and one month's interest in the sum of \$42.50 on the first day of January, 1935, 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 hereinafter 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 that certain parcel or lot of land situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the East side of Wilton Street, and having, according to a plat thereof prepared by C. M. Furman, Jr., August 10, 1925, the following metes and bounds, to-wit:

Beginning at an iron pin on the East side of Wilton Street, 206 feet North from Randall Street, and running thence S. 89° 10' E. 163.5 feet to an iron pin; thence N. 1° 30' W. 61 feet to an iron pin; thence N 89° 10' W. 160.2 feet to an iron pin on the east side of Wilton Street; thence along the East side of Wilton Street S. 10° 30' W. 61 feet to the point of beginning. Being the same lot of land conveyed to me by The Equitable Life Assurance Society, by deed of even date herewith, and to be recorded.

It is Understood and Agreed that this mortgage is given to secure a portion of the purchase price of the above described premises,

The debt in full and the instrument is satisfied

Handwritten signatures and notes including 'The Equitable Life Assurance Society of the United States', 'W. I. Smith', 'J. H. Beckwith', 'Assistant Secretary', and '139'.

