

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

THIS INDENTURE, made the 31st day of May, 1944, in the year one thousand nine hundred and thirty-eight, between Lala S. ...

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 first part, 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 its certain policy of insurance, bearing register date the first day of ... and numbered ... 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 ...

WHEREAS, the said mortgagee, justly indebted to the said mortgagee of the sum of Ninety Two Hundred and no/100 (\$9,200.00) Dollars and has agreed to pay the same with interest thereon at the rate of 5% per centum per annum from the 31st day of May, 1938, according to the terms of a certain note or obligation bearing even date herewith, providing for the payment thereof in regular equal monthly installments, each of the sum of ...

(\$9,200.00) 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, containing for the payment thereof at the principal office of the said mortgagee in the City of New York in rate of 5% per centum per annum from the 31st day of May, 1938, according to the terms of a certain note or obligation bearing even date herewith, providing for the payment thereof in regular equal monthly installments, each of the sum of ...

(\$9,200.00) DOLLARS, gold coin as aforesaid, payable in advance on the first day of each successive calendar month, beginning on the first day of ... and each installment 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 installments; and (c) The monthly premium on said policy of life insurance. And until the date on which the regular monthly installments shall 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 payments of \$... each commencing on the first day of ... 19... and one month's interest in the sum of \$... on the first day of ... 19... with the first regular monthly installment 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 installments, or of the taxes, assessments or water rates, as thereafter provided, anything therein to the contrary notwithstanding. NOW THIS INDENTURE WITNESSETH, that the mortgagee, 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 mortgagee... 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 lot of land, with the improvements thereon, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, at the southwestern corner of the intersection of Pendleton and Mallard Streets, said lot being a parallel-gram in shape measuring 100 feet on its northern and southern sides and 253 feet on its eastern and western sides, as more particularly designated and delineated on a plat of survey of the property of J. B. Ross, made by C. M. Furman, Jr., C. E., October 5, 1931, recorded in City Book H, page 196, in the P. M. C. Office for Greenville County as follows:-

Beginning at a point, southwest corner of the intersection of Pendleton and Mallard Streets, running thence with Mallard Street, S. 18.50 W. for a distance of 253 feet to a corner of lot now or formerly of Carter, thence along line of lot now or formerly of Carter, N. 72.22 W. for a distance of 100 feet to corner, thence N. 18.50 E. for a distance of 253 feet to a point on Pendleton Street, corner of Norris lot; thence with Pendleton Street, S. 72.22 E. for a distance of 100 feet to the point of beginning.

Being the same property conveyed to the mortgagee by the mortgagee herein by deed dated the 26th day of April, 1938, and to be recorded simultaneously with this mortgage.

This mortgage is given to secure a portion of the purchase price of the within described property.

Together with all and singular the tenements, hereditaments and appurtenances thereof, including all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and any and all buildings now or hereafter erected thereon. Such fixtures and articles of personal property including, but without being limited to, all screens, awnings, storm windows and doors, window shades, inlaid floor coverings, shaftbery, plants, ranges, refrigerators, boilers, tanks, furnaces, radiators, and all heating, lighting, plumbing, gas, electric ventilating, refrigerating, air conditioning and incinerating equipment of whatsoever kind and nature, except household furniture not specifically enumerated herein, all of which fixtures and articles of personal property are hereby declared and shall be deemed to be, fixtures and accessory to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be subject to the lien of this mortgage.

For Release See Deed Book 261 Page 309.

Handwritten notes: 31st May 1944, Lala S. ... #43021