

## MORTGAGE OF REAL ESTATE

37276 PROVINCE-JARRARD CO.-GREENVILLE

AGREEMENT made this 31st. day of January, 1938, by and between Maude F. Holobaugh party of the first part and THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a New York Corporation having its principal office at 393 Seventh Avenue, New York City, party of the second part, WITNESSETH:

WHEREAS, The party of the second part is the owner and holder of the bond or note of Gladys K. Walters for a loan of \$3,500.00, dated the 22nd. day of May, 1931, and secured by a mortgage or trust deed, recorded in the office of the R. M. C. for Greenville County, State of South Carolina in book 117 page 91, and by the assignment of policy of life insurance numbered x issued by said party of the second part;

AND, WHEREAS, the said party of the first part is now the owner of the premises described in said mortgage or trust deed and has requested the party of the second part to reinstate said loan and permit said party of the first part to continue the payment of the regular instalments of principal and interest, without the life insurance premiums.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar in hand paid by the party of the first part, receipt whereof is hereby acknowledged, and for the further consideration of the faithful performance by the party of the first part, of all the terms and conditions herein and of all the covenants, terms and conditions contained in said bond or note and mortgage or trust deed, the parties hereto agree that said loan shall be and hereby is reinstated and continued as a regular monthly payment loan, without life insurance, and the party of the first part hereby assumes and obligates herself, her heirs, executors, administrators and assigns to pay the full amount now due and owing, together with interest thereon at the rate of 6% per annum, in monthly instalments of \$29.38 each, on the first day of each successive month, commencing on the first day of February, 1938, until the entire amount due is fully paid with interest. Each instalment to include an instalment of principal on said loan and interest at the rate of 6% per annum on the monthly decreasing balance which shall remain unpaid on said loan after payment of each of said monthly instalments.

AND, the said party of the first part, hereby covenants and agrees to fulfill and perform all of the covenants, terms and conditions in said bond or note and mortgage or trust deed and the same shall remain in full force and effect, except as herein specifically modified.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed, the day and year first above written.

Maude F. Holobaugh ( Seal )

In the presence of:

Rosalie Castleberry

W. Harold Arnold

As to Maude Holobaugh

J. Nelson

George Lake

As to the Equitable Life Assurance

Society of the United States.

(TO BE ACKNOWLEDGED)

THE EQUITABLE LIFE ASSURANCE SOCIETY  
OF THE UNITED STATES

By Frank L. Jones

Vice President

Alex. McNeill, Secretary.



STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

PERSONALLY, appeared before me, Rosalie Castleberry who, being duly sworn, says that she saw Maude Holobaugh sign, seal, and as her act and deed deliver the foregoing Modification and Assumption Agreement, and that she with W. Harold Arnold witnessed the execution thereof.



SWORN TO and subscribed before me this

31st. day of January, 1938

W. Harold Arnold ( L. S. )

Notary Public for South Carolina

Rosalie Castleberry

STATE OF NEW YORK

COUNTY OF NEW YORK

PERSONALLY appeared before me, George Lake, who, being duly sworn, says that he saw Frank L. Jones, as Vice President of the Equitable Life Assurance Society of the United States, sign, seal with the corporate seal, and as the act and deed of said corporation deliver the within Modification and Assumption Agreement, and that he with J. Nelson witnessed the execution thereof.

George Lake



SWORN TO and subscribed before me this

18th. day of January, 1938

J. Nelson (L. S.) Notary Public for New York

My Commission expires. J. Nelson, Notary Public Kings County No. 82, Reg. No. 8091 (over)