

MORTGAGE OF REAL ESTATE

AGREEMENT made this 1st day of March, 1938, by and between ^{W. A. Roper} 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, part of the second part; WITNESSETH:

WHEREAS, The part of the second part is the owner and holder of the bond or note of Mrs. Bertha F. Garrett, for a loan of \$4,000.00, dated the 18th day of September, 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 94, and by the assignment of policy of life insurance numbered 8478277 issued by said party of the second part;

AND, WHEREAS, the said loan is now in default and the premiums on the policy of life insurance have not been paid and said policy of life insurance has lapsed and become null and void; and 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 of 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 himself, his 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 \$33.58 each, on the first day of each successive month, commencing on the first day of March, 1938, until the entire amount due is fully paid with interest. Each instalment to include as 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.

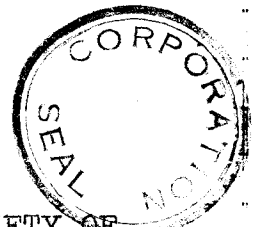
In the presence of:

W. W. Wilkins

J. Hudson Williams

As to W. A. Roper

W. A. Roper (SEAL)



J. C. Nelson

J. Ethel Dunning

As to The Equitable Life Assurance Society of the United States

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

By Frank L. Jones, Vice President

John L. Montgomery, Assistant Treasurer.

STATE OF SOUTH CAROLINA,)
COUNTY OF GREENVILLE.)

PERSONALLY appeared before me W. W. Wilkins, and made oath that he saw the within named W. A. Roper sign, seal and as his act and deed deliver the foregoing written Modification and Assumption Agreement, and that he, with J. Hudson Williams, witnessed the execution thereof. Sworn to before me this 1st day of March, A. D. 1938.

C. F. Haynsworth, Jr. (LS)

Notary Public for South Carolina.

W. W. Wilkins

STATE OF NEW YORK,
COUNTY OF NEW YORK.

PERSONALLY appeared before me J. C. Nelson and made oath that he saw the within named The Equitable Life Assurance Society of the United States by its duly authorized officer, sign, seal with its corporate seal and as the act and deed of said corporation deliver the foregoing written Modification and Assumption Agreement, and that he, with J. Ethel Dunning, witnessed the execution thereof.

Sworn to before me this 1st day of March, A. D. 1938.

J. Ethel Dunning (LS)

Notary Public, Kings County, No. 320, Reg. No. 9072

New York County No. 153, Reg. No. 9-D-148

Term expires March 30, 1939.

J. N. Nelson

