

## MORTGAGE OF REAL ESTATE

28575 PROVENCE-JARRARD CO.-GREENVILLE

## STATE OF SOUTH CAROLINA

WHEREAS, KENNETH S. LORD, of Greenville, County, South Carolina, (hereinafter designated as Mortgagors) is indebted to Essex Investment Company, a corporation of the State of North Carolina, (hereinafter designated as Mortgagee), in the sum of SEVEN THOUSAND (\$7,000.00) Dollars for money lent as evidenced by one promissory note of SEVEN THOUSAND (\$7,000.00) DOLLARS of even date herewith, with interest thereon at the rate of five per cent per annum from May 10, 1938, made by Kenneth S. Lord, payable to the order of Essex Investment Company at the State-Planters Bank and Trust Company, Richmond, Virginia, the said indebtedness, both principal and interest payable in monthly installments of \$75.00 each commencing June 10, 1938 and on the 10th of each month in each year thereafter, up to and including April 10, 1948, and the balance of said principal and interest due and payable on May 10, 1948. As the monthly payments are made the interest on the principal indebtedness is to be paid for the preceding month, and the balance credited on the principal monthly and with interest at 7% per annum after maturity upon each installment of principal and interest not paid on the dates on which the respective payments are due, and the not with its accruing interest to be secured by this conveyance; as will more fully appear by reference to said note.

KNOW ALL MEN BY THESE PRESENTS, that, the said Kenneth S. Lord, of Greenville County South Carolina, has granted, bargained, sold and released, and by these presents does grant, bargain sell and release unto the said Essex Investment Company, its successors or assigns all of the following described property, to-wit:

All that lot, piece, or parcel of land situate, lying and being in the City of Greenville, Greenville County, South Carolina, and more particularly described as follows, to-wit: Beginning at the Southwest corner of the intersection of the South line of Crescent Avenue with the West line of McDaniel Avenue, and from said point of beginning running thence with the West line of McDaniel Avenue, South 9 degrees 50 minutes West 205.5 feet to an iron pin; thence South 77 degrees 46 minutes West 87.5 feet to an iron pin; thence South 2 degrees 45 minutes East 72 feet to an iron pin; thence South 84 degrees 45 minutes West 17.29 feet to a point; thence North 80 degrees 15 minutes West 21.1 feet to a point in line of lot now owned by Thomas Clement Furman; thence along the line of said Furman, North 3 degrees 55 minutes West 272.2 feet to an iron pin on the South side of Crescent Avenue; thence with said Avenue North 83 degrees 35 minutes East 176.9 feet to the point of beginning.

Being the same property conveyed to the mortgagors herein by deed from Madison Investment Company, Incorporated and Richmond Mortgage and Loan Corporation of even date herewith, and which deed is to be filed for record along with this mortgage.

This mortgage is a contemporaneous purchase money mortgage and secures the payment of purchase money due by the mortgagors thereon.

The mortgagors reserve the right and privilege of anticipating payment of all or any part of the debt herein secured at any time.

TOGETHER WITH ALL AND SINGULAR, the Rights, Members, Hereditaments, and Appurtenances, to the said Premises belonging, or in anywise incident or appertaining:

TO HAVE AND TO HOLD all and singular the Premises before mentioned, unto the said Mortgagee, its successors and assigns forever.

And said Mortgagors do hereby bind themselves and their heirs successors and assigns to warrant and forever defend all and singular the said premises unto the said Mortgagee, its successors and assigns against themselves and their heirs successors and assigns, and against every person whomsoever, lawfully claiming, or to claim, the same or any part thereof.

Provided always nevertheless, and it is the true intent and meaning of the parties to these presents that if the said Mortgagors, do, and shall well and truly pay or cause to be paid unto the said Mortgagee, its successors or assigns, the said debts and sums of money aforesaid, with the interest thereon, if any shall be due, according to the true intent and meaning of this instrument and of the said note and the conditions therein written; then this deed of bargain and sale shall cease and be void; otherwise, it shall remain in full force and authority.

And it is agreed by and between the parties hereto, that the said Mortgagor, their heirs, successors and assigns, shall keep the buildings erected, or to be erected on said premises, insured against loss and damage by fire, with loss payable to said Mortgagee for \$7,000.00 in such company or companies as shall be approved by the said Mortgagee, its successors and assigns, and shall deliver the policy or policies to the said Mortgagee, and the said Mortgagors agree to deliver renewals of said insurance policies to the said Mortgagee one week in advance of the expiration date of any such policy or policies held by the Mortgagee with evidence that the premiums thereon, have been paid, with loss payable to the Mortgagee, its successors or assigns, in form acceptable to the Mortgagee, until the indebtedness hereby secured is fully paid; and to pay all taxes or charges and any public rates or assessments on the above described property, and every part thereof, promptly when due and before they become delinquent, and upon failure of the Mortgagors to insure and keep insured the said buildings, or to pay the said taxes, the Mortgagee shall have the right to insure the said buildings, and to pay the premiums therefor, and also to

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