

MORTGAGE OF REAL ESTATE

38578 PROVIDENCE-LARRARD CO.-GREENVILLE

AGREEMENT FOR MONTHLY INSTALLMENT EXTENSION OF LOAN NO. 226748-A

Whereas, there remains unpaid on a certain note executed and delivered to The Prudential Insurance Company of America by Clinton C. Jones, secured by a mortgage upon real estate in Greenville County, South Carolina, dated December 15, 1927, and filed for record in said County on December 16th, 1927, in Volume 172 of Mortgages on Page 62, the sum of FORTY-THOUSAND (\$40,000.00) dollars, with interest from January 1st, 1939, and

Whereas, title to the mortgaged premises is now vested in Ladson A. Mills subject to said mortgage and

Whereas, the said Insurance Company has been requested to make said note payable as hereinafter agreed, which it has consented to do in consideration of the payments to be made as herein provided,

NOW, therefore, the said Ladson A. Mills hereby agrees to pay the principal sum remaining due as aforesaid as follows:

On the first day of each month, beginning on the first day of February, 1939, the sum of TWO HUNDRED (\$200.00) Dollars, to be applied on the principal of said amount due on said note, and also on the first day of each month hereafter, interest at the rate of 5- $\frac{1}{2}$ per cent, per annum on the balances of said principal remaining due thereon on the said first day of each month, and on the first day of December, 1952, the balance of said principal sum with interest thereon; and with interest after maturity as set forth in said note.

Privilege is given to make addition payments on the principal of this indebtedness on any date when interest becomes due and payable; provided, however, that such payments shall be in multiples of the monthly payment on account of principal herein provided for; and provided further that the amount so paid during any year ending at an anniversary of the date from which interest accrues hereunder, added to obligatory principal payments falling due within such one year period, shall not exceed one-fifth of the principal sum payable under the terms of this instrument. (202)

In accepting this extension agreement, The Prudential Insurance Company of America does not substitute the obligors of the signers hereof for the obligations of the original makers of the aforesaid note, nor does it intend to release the said original makers. The liability of every signer hereof is additional to the liability of the original makers and is intended to be joint and several with them.

And the parties to this agreement hereby consent to said extension and agree that said mortgage shall continue a first lien upon said premises, and that said note and mortgage and all their covenants and conditions shall remain in force except as herein modified.

The said Ladson A. Mills, in order more fully to protect the security of this mortgage, does hereby covenant and agree that, together with and in addition to the monthly payments of principal and interest under the terms of the note or bond secured hereby, he will pay monthly to The Prudential Insurance Company of America, on the first day of each month until the said note or bond is fully paid, a sum equal to one-twelfth (1/12) of the known or estimated yearly taxes and assessments levied or to be levied against the herein described premises, and also one-twelfth (1/12) of the known or estimated yearly premiums that will become due and payable to maintain in force the insurance of the premises herein described. The Prudential Insurance Company of America shall hold such monthly payments in trust, without obligation to pay interest thereon, to pay such taxes, assessments and insurance premiums when due, If the total of monthly payments as made under this paragraph shall exceed the amounts of payments actually made by The Prudential Insurance Company of America for taxes, assessments and insurance premiums, as the case may be, such excess shall be credited on subsequent monthly payments of the same nature, but if the total of such monthly payments so made under this paragraph shall be insufficient to pay taxes, assessments and insurance premiums when due, then said Ladson A. Mills, shall pay to The Prudential Insurance Company of America an amount necessary to make up the deficiency, If, in accordance with the terms and provisions of the note or bond secured hereby, said Ladson A. Mills shall tender full payment of the entire indebtedness of the note or bond secured hereby.

The Prudential Insurance Company of America will refund the balance of funds accumulated under the provisions of this paragraph. To the extent that the provisions of this paragraph for such payments of taxes, assessments and insurance premiums to The Prudential Insurance Company of America are complied with, said Ladson A. Mills, shall be relieved from compliance with such covenants herein, and/or in the note of bond secured hereby, as provide for the payment of taxes, assessments and insurance premiums by the said mortgagor; but nothing in this paragraph contained shall be construed as in anywise limiting the right of The Prudential Insurance Company of America, at its option, to pay any and/or all taxes, assessments and insurance premiums when due. In the event of default in the payment of any monthly or other installment of taxes, assessments, and insurance premiums as provided in this paragraph, The Prudential Insurance Company of America shall have the right to involve any and all the rights and remedies provided in this mortgage and the note or bond secured hereby for default with respect to any other terms, conditions, agreements or covenants in this mortgage and the note or bond which it secures.

This rider attached to Extension Agreement dated December, 31, 1938, for \$40,000.00 in identified with said Extension Agreement by the following signatures:
Ladson A. Mills,
Ladson A. Mills,