

MORTGAGE OF REAL ESTATE

UNIFORM MORTGAGE ACT, REVISED 1938, § 1.40

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.)

MORTGAGE OF REAL ESTATE

THIS INDENTURE, made the 31st day of December, in the year one thousand nine hundred and forty-two, between Georgia C. Arnold, party of the first part, 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 second part; the said party of the first part being hereinafter known and designated as MORTGAGOR, and the said party of the second part being hereinafter known and designated as the MORTGAGEE:

WITNESSETH, WHEREAS, the said Georgia C. Arnold is justly indebted to the said mortgagee in the sum of FIFTY-FIVE HUNDRED AND NO/100 Dollars (\$5,500.00) and has agreed to pay the same with interest thereon at the rate of 4 $\frac{1}{2}$ per centum per annum from the 1st day of February, 1943, according to the terms of a certain note or obligation bearing even date herewith, providing for the payment thereof in instalments, the last of which is due and payable on the 1st day of January 1963.

NOW THIS INDENTURE WITNESSETH, that the mortgagor, for the better securing the payment to the said mortgagee of the said sum of money mentioned in said note or obligation, with interest thereon, and also for and in consideration of the sum of One Dollar to the mortgagor 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 certain piece, parcel or lot of land situate, lying and being in Greenville Township Greenville, County of Greenville, State of South Carolina, on the East side of West Avondale Drive, and being the greater portion of the lot known and designated as Lot No. 24 of Block G of Northgate, as shown on the plat of the property of Utopian Developing Company, recorded in the R. M. C. Office for Greenville County, in Plat Book G, at pages 135 and 136, and having, according to said plat, the following metes and bounds, to-wit:-

BEGINNING at an iron pin on the East side of West Avondale Drive at the joint corner of Lots Nos. 24 and 25, and running thence in an Easterly direction 164.6 feet, more or less, to an iron pin on the West side of a 12-foot alley, which said point is 18 feet North of the rear joint corner of Lots Nos. 24 and 25; thence in a Northerly direction along the line of said alley, 82 feet to an iron pin, the rear joint corner of Lots Nos. 23 and 24; thence in a Westerly direction along the joint line of said lots, 173.9 feet to an iron pin on the East side of West Avondale Drive; thence along the Eastern side of West Avondale Drive in a Southerly direction 100.7 feet to the beginning corner.

With all the mortgagor's right, title and interest in and to the said 12-foot alley referred to in the above described lot.

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 article of personal property including, but without being limited to, all screens, awnings, storm windows and doors, window shades, inlaid floor coverings, shrubbery, plants, stoves, 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 or personal property are hereby declared and shall be deemed to be fixtures and accessory to the freehold and 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.

TO HAVE AND TO HOLD all and singular the said premises unto the mortgagee, its successors and assigns, forever.

AND the said mortgagor does, hereby herself and her heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said mortgagee, its successors and assigns, from and against herself and her heirs, executors, administrators and assigns, and against every person or persons whomsoever lawfully claiming or to claim the same or any part thereof.

PROVIDED ALWAYS, that if the mortgagor or the heirs, executors or administrators of the mortgagor, shall pay unto the said mortgagee, its successors or assigns, the said sum of money mentioned in said note or obligation, and the interest thereon, at the time and in the manner specified therein, and any and all other sums which may become due and payable hereunder, then these presents and the estate hereby granted shall cease, determine and be void, otherwise to