

MORTGAGE OF REAL ESTATE

WALKER, SHANE & SPOWELL CO., CHARLESTON, S. C. 14280-9-13-40

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

THIS INDENTURE, made the 15th day of January, in the year one thousand nine hundred and forty-three, between C. Victor Pyle, party of the first part, and THE MUTUAL 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 the MORTGAGOR..., and the said party of the second part being hereinafter known and designated as the MORTGAGEE;

WITNESSETH, WHEREAS, the said C. Victor Pyle is justly indebted to the said mortgagee in the sum of Twenty-five Hundred and No/100 Dollars (\$2,500.00) and has agreed to pay the same with interest thereon at the rate of five per centum per annum from the 15th day of January, 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 November, 1957.

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 piece, parcel or lot of land in Greenville Township, Greenville County, South Carolina, near the Augusta Road, being known and designated as Lot No. 47-10 E, Block C, of Augusta Court, as shown on plat thereof made by R. E. Dalton, Engineer, April 1923, which plat is recorded in the R. M. C. Office for Greenville County in Plat Book F, page 124, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a stake on the Southeast side of an unnamed street, joint corner of Lots Nos. 47 and 48, and running thence along the Southeast side of said Street, 47-10 E, 60 feet to a stake, joint corner of Lots 48 and 49; thence along the joint line of said Lots S. 39-33 E. 175 feet to an iron pin in the Northwest side of an unnamed street which is 30 feet wide; thence along the Northwest side of said Street, S. 47-10 W. 60 feet to a stake, joint corner of Lots 47 and 48; thence along the joint line of said Lots N. 39-33 W. 175 feet to the point of beginning.

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 articles 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 of personal property are hereby declared and shall be deemed to be fixtures and accessory to the freehold and a 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 bind himself and his 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 himself and his 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 remain in full force and virtue.

AND the mortgagor for himself, his, heirs, executors, administrators and assigns, covenants with the mortgagee as follows, to-wit:

FIRST: That the mortgagor will keep in full force and effect that certain policy of life insurance bearing register date January 1, 1943 numbered AHO 11 220 005 issued by the mortgagee on the life of Charles V. Pyle and assigned to the mortgagee as collateral security for the payment