

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA , )  
COUNTY OF GREENVILLE, )

MORTGAGE OF REAL ESTATE

THIS INDENTURE, made the 19th day of August, in the year one thousand nine hundred and forty-six, between CLYDE E. BENNETT, 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 the MORTGAGOR, and the said party of the second part being hereinafter known and designated as the MORTGAGEE;

WITNESSETH, WHEREAS, the said Clyde E. Bennett is justly indebted to the said mortgagee in the sum of Four Thousand Six Hundred Dollars (\$4,600.00) and has agreed to pay the same with interest thereon at the rate of four per centum per annum from the 19th day of August 1946, 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 September, 1966.

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 with the buildings and improvements thereon situate and being on the West side of Ponce DeLeon Drive near the City of Greenville, in the County of Greenville, State of South Carolina, known as Lot 5 on plat of Lanneau & Neves, Engineers, August, 1937, recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book "D", at pages 288 and 289, and having according to said plat, the following metes and bounds, to-wit:-

BEGINNING at an iron pin on the West side of Ponce DeLeon Drive at joint front corner of Lots 4 and 5, said pin also being 200 feet north from the northwest corner of the intersection of Ponce DeLeon Drive and East Paris Road and running thence with the line of Lot 4 S. 63-47 W. 160 feet to an iron pin; thence with the rear line of Lot 29 N. 26-13 W. 50 feet to an iron pin; thence with the line of Lot 9 N. 63-47 E. 160 feet to an iron pin on the West side of Ponce DeLeon Drive; thence with the West side of Ponce DeLeon Drive S. 26-13 E. 50 feet to the beginning corner.

This property is conveyed subject to the restrictions set forth in deed of O. H. Schwiers to Haskell H. Martin, recorded in the RMC Office for Greenville County in Deed Book 240, at page 363.

This being the same property conveyed to the said Clyde E. Bennett by deed of N. Woodrow Bragg and Frances Gossard Bragg dated June 7, 1944, and recorded in the R.M.C. Office for Greenville County, S. C. in Deed Vol. 264, at page 357.

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,

*Handwritten:* and the mortgagee shall have the right to foreclose  
*Handwritten:* and the mortgagee shall have the right to foreclose  
*Handwritten:* and the mortgagee shall have the right to foreclose  
**RECORDED AND CANCELLED OF RECORD**  
**30th DAY OF AUGUST 1946**  
**R. M. C. OFFICE FOR GREENVILLE COUNTY, S. C.**  
**PLAT BOOK "D" PAGE 289**