

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE

FILED
JUN 28 3 43 PM 1963
GREENVILLE, S.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE F. NORTH
R. M. C.

WHEREAS, I, J. D. Head, Jr.

(hereinafter referred to as Mortgagor) is well and truly indebted unto MOTOR CONTRACT COMPANY OF GREENVILLE, INC.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Four Thousand Three Hundred Twelve and 20/100-----

----- Dollars (\$4, 312. 20) due and payable

\$71. 87 per month for sixty months beginning July 28, 1963 and continuing thereafter until paid in full

maturity

with interest thereon from ~~date~~ at the rate of six (6%) per centum per annum, to be paid monthly

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the northeast side of Spruce Street in the City of Greenville, known and designated as Lot 39 on plat of Overbrook Land Co. recorded in the R. M. C. Office for Greenville County in Plat Book "E", at Page 252, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeast side of Spruce Street 412 feet southeast from E. North Street at the corner of Lot 28; running thence with line of said lot, N. 46-32 E. 287. 9 feet to an iron pin on Balsam Road; thence with the southwest side of said road, S. 52-38 E. 44. 1 feet to an iron pin at corner of Lot 40; thence with line of said lot S. 36-33 W. 302. 3 feet to an iron pin on Spruce Street; thence with the northeast side of Spruce Street, N. 41-46 W. 96 feet to the point of beginning.

The above described property is the same conveyed unto the Mortgagor herein by deed recorded in Deed Book 662, at Page 428.

It is expressly understood that this is a second mortgage subject only to that first mortgage given to Independent Life and Accident Insurance Company on November 10, 1960 and recorded in the R. M. C. Office for Greenville County in, Mortgage Book 841, at Page 480 in the original amount of \$10,000.00.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

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

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

For Agreement for Re-Advance & Extension see R. E. M. Book 978 Page 97
For Agreement for Re-Advance & Extension see R. E. M. Book 1038 Page 143.