

GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE—Office of MANN & MANN, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

SEP 25 10 05 AM 1963

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

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WHEREAS, **W. Marvin S. Spoon and Ruby D. Spoon,**

(hereinafter referred to as Mortgagor) is well and truly indebted unto **MOTOR CONTRACT COMPANY OF GREENVILLE, INC., its successors and assigns forever:**

(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 **Three Thousand Two Hundred Thirteen and No/100**-----

-----Dollars (\$ 3, 213. 00) due and payable

\$53. 55 per month for 60 months beginning October 24, 1963 and continuing thereafter until paid in full,

with interest thereon from ~~date~~ **maturity** at the rate of **Six (6%)** per centum per annum, to be paid: **- on demand**

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 eastern side of Hiwassee Drive, near the City of Greenville, being shown as Lot No. 19, on plat of Indian Hills, recorded in Plat Book "QQ", at Page 11, and described as follows:

BEGINNING at a stake on the eastern side of Hiwassee Drive, 1111.2 feet north from Sulphur Springs Road, at corner of Lot No. 18 and running thence with the eastern side of said Drive, N. 9-30 W. 90 feet to an iron pin at the corner of Lot No. 20; thence with the line of said lot N. 80-30 E. 175 feet to an iron pin; thence S. 9-30 E. 90 feet to an iron pin at the corner of Lot No. 18; thence with the line of said lot S. 80-30 W. 175 feet to the point of beginning.

This being the same property conveyed unto the Mortgagors herein by deed recorded in Deed Book 621, at Page 331.

It is expressly understood that this is a second mortgage subject only to that first mortgage given to Western & Southern Life Insurance Company dated April 11, 1959 in the original amount of \$9,000.00 recorded in Mortgage Book 782, at Page 293.

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 Instrument see Book 935 Page 357