

GREENVILLE CO. S. C.

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

STATE OF SOUTH CAROLINA

FEB 21 4 58 PM 1964

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

BOOK 949 PAGE 543

OLLIE FAIRSWORTH  
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, **ELBERT L. MERRITT**

(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 Four Hundred Fourteen and No/100----**

----- Dollars (\$ 3,414.00 ) due and payable  
**\$56.90 per month for 60 months beginning March 21, 1964, and continuing thereafter until paid in full;**

It is expressly understood and so agreed by the undersigned that interest for a period of five years at **6% per annum** may be deducted in advance from the gross amount of this note,

with interest thereon from <sup>maturity</sup> ~~date~~ at the rate of **six** 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**, near the City of Greenville, situate on the **Eastern side of Old Grove Road, in Gantt Township, shown and designated as Lot 3 on plat of Fresh Meadow Farms, recorded in the RMC Office for Greenville County, S. C., in Plat Book M, page 127, and having according to said plat the following metes and bounds, to wit:**

**BEGINNING** at an iron pin on the Eastern side of Old Grove Road at joint front corner of Lots 3 and 4, and running thence along the common line of said lots, S. 89-43 E., 250 feet to an iron pin; thence with the rear line of Lot No. 3, S. 0-07 W., 87 feet to an iron pin; thence with the common line of Lots 2 and 3, N. 89-43 W., 250 feet to an iron pin on the Eastern side of Old Grove Road; thence N. 0-50 E., 87 feet to the point of beginning.

**THIS is the same property conveyed to me by deed dated October 20, 1956, recorded in the RMC Office for Greenville County, S. C., in Deed Book 563, page 494.**

**THIS is a second mortgage, subject to the lien of a first mortgage to the Bank of Greenwood, in the original amount of \$7,700.00, dated May 29, 1947, and recorded in the RMC Office for Greenville County, S. C., in Mortgage Book 363, at page 294.**

Together with all and singular rights, members, herditaments, 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.

*Paid July 22, 1968  
Motor Contract Co. of Greenville  
J. E. Phipps Vice Pres.  
Witness G. K. Folk  
Joyce Wagner*

WITNESSED AND CORRECTED AND APPROVED  
5 DAY OF Sept 1968  
Ollie Fairsworth  
MORTGAGEE  
11:48 AM EX A 5639