

GREENVILLE CO. S. C.

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

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

DEC 22 1 35 PM 1964

MORTGAGE OF REAL ESTATE

BOOK 981 PAGE 605

OLLIE FAIRBANKS NORTH
R. M. C.
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, James Ernest Mitchell,

(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

Three Thousand Four Hundred Fourteen and No/100----- Dollars (\$ 3,414.00) due and payable

Due and payable \$56.90 per month for 60 months beginning January 21, 1965,
and continuing thereafter until paid in full.

with interest thereon from ~~date~~ maturity 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, containing two (2) acres, more or less, adjoining lands of Texie C. Mitchell, Wade Mitchell, O. W. Stewart and possibly others, beginning at an iron pin in Pelzer Road at corner of Texie C. Mitchell, running thence along line of Texie C. Mitchell North 74 1/2 East 7 chains, 18 links to corner of Wade Mitchell; thence South 19 East 3 joint corner of O. W. Stewart; thence South 71 1/2 West 7.14 to an iron pin in center of Pelzer Road; thence along center of said Road 2.63 to the beginning.

The above is the same property conveyed to the mortgagor by deed dated July 12, 1949 and recorded in the R. M. C. Office for Greenville County in Deed Book 386, Page 453.

This is a second mortgage, subject only to that first mortgage given by the mortgagor to Laurens Federal Savings & Loan Association in the original amount of \$9,500.00 dated September 12, 1961 and recorded in the R. M. C. Office for Greenville County in Mortgage Book 868, Page 424.

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.

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 43 PAGE 256

SATISFIED AND CANCELLED OF RECORD
16a Nov 76
Bennie S. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 11:11 O'CLOCK A.M. NO. 13446

Handwritten note on the right margin:
The Mortgagee is a member of the R. M. C. Office for Greenville County, S. C. B. 11/22/64 (11/21/64)