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GREENVILLE CO. S. C.

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

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STATE OF SOUTH CAROLINA JUN 29 11 41 AM 1965

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE OLLIE FANNSWORTH TO ALL WHOM THESE PRESENTS MAY CONCERN:
R. M. C.

WHEREAS, I, W. E. Swillen,

Motor Contract Company of Greenville, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto

(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 Seven Thousand Four Hundred Seventy-One and 20/100----- Dollars (\$ 7, 471. 20) due and payable

Due and payable \$124. 52 per month for 60 months beginning July 28, 1965 and continuing thereafter until paid in full.

with interest thereon from 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, Greenville Township, on the north side of Circle Drive and being known as Lot No. 28 of a subdivision known as Franklin Heights, as shown on plat thereof made by Dalton & Neves, Engineers, in November of 1940, and recorded in the R. M. C. Office for Greenville County in Plat Book "L", at Page 9, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Circle Drive, at the corner of Lot No. 27, and running thence along the north side of Circle Drive N. 70-26 W. 75 feet to an iron pin at the corner of Lot No. 29; thence along the line of Lot No. 29 N. 24-20 E. 255.8 feet to an iron pin in or near a branch; thence along the line of said branch S. 65-52 E. 101.3 feet to an iron pin in or near branch at the rear corner of Lot No. 27; thence along the line of said Lot No. 27 S. 30-36 W. 249.8 feet to the beginning corner on the north side of Circle Drive.

The above described property is the same conveyed to the grantor by deed dated February 24, 1958 and recorded in the R. M. C. Office for Greenville County in Deed Book 593, Page 306.

This is a second mortgage, subject only to that first mortgage to First Federal Savings & Loan Association dated April 4, 1958 and recorded in the R. M. C. Office for Greenville County in Mortgage Book 742, Page 545 and being in the original amount of \$9,000.00.

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 Commission Fee (Real Estate & Stationery) See R. M. C. 1096 Page 457