

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

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1039 PAGE 287

FILED
GREENVILLE CO. S. C.
AUG 29 11 16 AM 1966
OLLIE FARNSWORTH

WHEREAS,

We, Charles J. Smith and Ruth C. Smith,

(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

Two Thousand Three Hundred Two and 92/100----- Dollars (\$ 2,302.92) due and payable

Due and payable \$63.97 per month for 36 months beginning September 27, 1966 and continuing thereafter until paid in full.

with interest thereon from maturity at the rate of per centum per annum, to be paid:

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, and being known and designated as the greater portion of Lot No. 163, Oak Crest as shown on plat recorded in the R. M. C. Office for Greenville County in Plat Book "GG", at Pages 130 and 131 on the east side of Maryland Avenue and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Maryland Avenue, joint front corner of Lots Nos. 162 and 163 and running thence N. 80-59 E. 159.4 feet to an iron pin; thence S. 16-29 W. 138.1 feet to an iron pin; thence N. 73-31 W. 140 feet to an iron pin on the eastern side of Maryland Avenue; thence with the eastern side of Maryland Avenue N. 16-29 E. 46.2 feet to an iron pin; thence continuing with the eastern side of Maryland Avenue N. 9-12 E. 23.8 feet to the point of beginning.

The above is the same property conveyed to the mortgagors by deed dated July 23, 1959 and recorded in the R. M. C. Office for Greenville County in Deed Book 630, at Page 331.

This is a second mortgage, being junior in lien to that certain mortgage given to Canal Insurance Company in the original amount of \$10,900.00 dated July 24, 1959 and recorded in the R. M. C. Office for Greenville County in Mortgage Book 796, at Page 567.

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.

*Paid Sept. 9, 1967.
Motor Contract Co. of Greenville
J. E. Phipps Vice Pres.
Witness P. Gilbert
Dan L. Walton*

SATISFIED AND CANCELLED OF RECORD
11 DAY OF Sept. 19 67
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 2:39 O'CLOCK P. M. NO. 7543