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

BOOK 1059 PAGE 123

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE OLLIE FARNSWORTH

MORTGAGE OF REAL ESTATE

· TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

We, Richard L. Rice and Sara E. Rice,

(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

Four Thousand Forty-Five and 80/100-------Dollars (\$ 4,045.80) due and payable

Due and payable at the rate of \$67.43 per month for sixty (60) months beginning October 6, 1967 and continuing thereafter until paid in full.

with interest thereon from

maturity

at the rate of seven 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 of South Carolina, County of Greenville, and being known and designated as Lot No. 74 on plat State of South Carolina, County of of Wellington Green, Section 2 and situate on the southeastern side of Kenilworth Drive and being shown on plat recorded in the R. M. C. Office for Greenville County in Plat Book "YY", at Page 117 and having such metes and bounds as shown on said plat.

The above is the same property conveyed to the mortgagors by deed dated September 11, 1964 and recorded in the R. M. C. Office for Greenville County in Deed Book 757, at Page 308.

This is a second mortgage, being junior in lien to that certain mortgage given to First Federal Savings & Loan Association in the original amount of \$15,000.00 dated September 14, 1964 and recorded in the R. M. C. Office for Greenville County in Mortgage Book 971, at Page 507.

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 SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK _____PAGE_____

> > AT LINE O'CLOCK Y M. NO. of the