

SEP 29 2 36 PM. 1967

MORTGAGE OF REAL ESTATE—Offices of MANN & BRISSEY, Attorneys at Law, Greenville, S. C. BOOK 1070 PAGE 609

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

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

WHEREAS, We, Thomas F. Hays and Marguerite J. Hays,

(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

Five Thousand Six Hundred Sixty-Two and 20/100-----Dollars (\$ 5,662.20) due and payable

Due and payable \$94.37 per month for sixty (60) months beginning October 30, 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 State of South Carolina, County of Greenville, City of Greenville, on the northern side of Victory Avenue and being known and designated as Lot No. 1 and the western half of Lot No. 2 of the Property of W. H. Cook, also shown as the Property of Reid A. Powe on a plat prepared by Piedmont Engineering Service dated July, 1958 and having, according to said latter plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northern side of Victory Avenue, said point being 42 1/2 feet west of the joint corner of Lots Nos. 2 and 3 and running thence N. 3-30 E. 123.4 feet, more or less, to a point on the rear line of Lot No. 2 and running thence S. 85-10 W. 43.4 feet to an iron pin on the line of Lot No. 1 and running thence along the line of Lot No. 1 N. 1-00 W. 13.8 feet to an iron pin; thence S. 87-26 W. 82.7 feet to an iron pin; thence S. 3-40 W. 118.7 feet to an iron pin on the northern side of Victory Avenue; thence with the northern side of Victory Avenue S. 87-57 E. 126.5 feet to the point of beginning.

The above is the same property conveyed to the mortgagors by deed dated May 23, 1960 and recorded in the R. M. C. Office for Greenville County in Deed Book 651, at Page 5.

This is a second mortgage, subject only to that first mortgage given to Equitable Life Assurance Society of the United States dated November 23, 1964 in the original amount of \$15,000.00 and recorded in the R. M. C. Office for Greenville County in Mortgage Book 979, at Page 165.

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 in full and satisfied this 15th day of January 1971.
Motor Contract Co. of Greenville, Inc.
J. B. Shippo, Manager
Witness: J. B. Shippo
J. B. Shippo

SATISFIED AND CANCELLED OF RECORD
29 DAY OF Jan. 1971
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 4:07 O'CLOCK P. M. 1971

for Requirement for Reassignment & Extension of Term of Mortgage on R. E. M. Book 1151 Page 667