

FILED
GREENVILLE CO. S.C.

BOOK 1120 PAGE 435

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MAR 24 2 52 PM '69
OLLIE FARNSWORTH
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, ALBERT L. SPAKE,

(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 Two Hundred and No/100-----

-----Dollars (\$ 4,200.00) due and payable

at the rate of \$70.00 per month for sixty (60) months, beginning MAY 1, 1969 and continuing each and every month 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, lying and being in Paris Mountain Township, Greenville, South Carolina, being known and designated as Lot No. 12, Western Hills, as shown on plat thereof recorded in the R. M. C. Office for Greenville County in Plat Book "QQ", at Page 98 and 99 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southern side of Tuscon Drive at the joint front corner of Lots Nos. 11 and 12 and running thence N. 89-45 E. 65 feet to an iron pin situate on the front line of Lot No. 12; thence N. 88-43 E. 20 feet to an iron pin joint rear corner of Lots Nos. 12 and 13; thence along the common line of Lots Nos. 12 and 13 S. 18-11 E. 134 feet to an iron pin, joint rear corner of Lots Nos. 12 and 13; thence along the rear line of Lot No. 12 S. 85-52 W. 128 feet to an iron pin, joint rear corner of Lots Nos. 11 and 12; thence along the common line of Lots Nos. 11 and 12 N. 0-15 E. 136.5 feet to an iron pin, the point of beginning.

This property is subject to that certain mortgage to Shenandoah Life Insurance Company dated April 12, 1960 in the original amount of \$8,000.00 and recorded in the R. M. C. Office for Greenville County in Mortgage Book 821, at Page 79.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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.