

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

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

BOOK 1239 PAGE 271

JUN 29 1972

Mrs. Olive Farnsworth

WEEKS, W., JAMES H. LINBAUGH AND IRENE R. LINBAUGH,

(hereinafter referred to as Mortgagor) in and with fully recorded unto **MOTOR CONTRACT COMPANY OF GREENVILLE, INC.** (hereinafter referred to as Mortgagee) and assigns forever (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of this date herewith, the terms of which are incorporated herein by reference, in the sum of **NINE THOUSAND SEVEN HUNDRED TWENTY AND NO/100** Dollars (\$9720.00) due and payable in monthly installments of \$162.00, the first installment becoming due and payable on the 26TH day of JULY, 1972 and a like installment becoming due and payable on the same day of each successive month thereafter until the entire indebtedness has been paid, with interest thereon from maturity to 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 making 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, to wit:

ALL THAT PIECE, PARCEL OR LOT OF LAND, WITH THE IMPROVEMENTS THEREON, SITATE, LYING AND BEING IN OR NEAR THE CITY OF GREENVILLE, GREENVILLE COUNTY, SOUTH CAROLINA AND BEING MORE SPECIALLY DESCRIBED AS LOT 35, SECTION B, AS SHOWN ON A PLAT ENTITLED "A SUBDIVISION FOR WOODSIDE MILLS, GREENVILLE, S. C.", MADE BY PICKELL & PICKELL, ENGINEERS, GREENVILLE, S. C., JANUARY 14, 1950, AND RECORDED IN THE P.M.C. OFFICE OF GREENVILLE COUNTY IN PLAT BOOK W, AT PAGES 111-117, INCLUSIVE. ALSO THAT THE WITHIN DESCRIBED LOT IS ALSO KNOWN AS No. 37 West Fifth Street (Rear) AND FRONTS THEREON 79 FEET.

Together with all and singular rights, appurtenances and appurtenances to the same belonging in any way incident or appertaining, and of all the debts, taxes and judgments which may or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected or in any manner, it being the intention of the parties hereto that all such fixtures and equipment, other than the above described 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 hereinafore described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey by its agents and assigns and that the premises are free and clear of all liens and encumbrances except as herein specifically stated otherwise or known.

THIS IS A FIRST MORTGAGE, BEING SECOND TO NONE.

The Mortgagor further covenants to defend and to insure and to defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whatsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee to the extent of the debt advanced hereon, but such advances, readvances or credits does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That it will keep the improvements hereon or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against fire or by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums thereon when due, and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize such insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the mortgage debt, whether due or not.

L-1481-80.

RECORDED IN THE P.M.C. OFFICE OF GREENVILLE COUNTY, SOUTH CAROLINA, ON JULY 13, 1972.

Stamps  
JUL 13 1972