STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

## MORTGAGE OF REAL ESTATE APP

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Leo Gilliam, Jr. and Grace S. Gilliam

thereinafter reterred to as Mortgagor) is well and truly indebted unto MOTOR CONTRACT COMPANY OF GREENVILLE.

therein after 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 Four Hundred Twenty Four and 60/100-

- Della (\$ 2,424.60

\$40\*41 per month for sixty months beginning May 30, 1963 and continuing thereafter until paid in full

maturity

with interest thereon from & Kake Xat the rate of Six(6%) per centum per annum, to be paid

monthly

WHEREAS, the Mortgagor may be reafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for takes, 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 Mortgager in hand well and truly paid by the Mortgagee at and before the scaling 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, on the southern side of Welcome Avenue; near the City of Greenville, being known and designated as Lot No. 3 of Sec. 1 of Oak Crest, plat of which was made January, 1955 by C. C. Jones & Associates, Engineers, recorded in the R. M. C. Office for Greenville County in Plat Book "GG", at Page 130 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Welcome Avenue at joint front corner of Lots Nos. 2 and 3, and running thence with the line of Lot No. 2, S. 29-58 E., 150 feet to an iron pin; thence N. 60-02 E., 70 feet to an iron pin; thence N. 29-58 W., along the line of Lot No. 4, 150 feet to an iron pin on the southern side of Welcome Avenue; thence with the southern side of Welcome Avenue, S. 60-02 W., 70 feet to the point of beginning.

The above described property is the same conveyed to us by deed dated April 19, 1963 and recorded in the R. M. C. Office for Greenville County in Deed Book , at Page

It is expressly understood that this is a second mortgage subject only to that first mortgage given to Canal Insurance Company on October 29, 1955 and recorded in the R. M. C. Office for Greenville County in Mortgage Book 657, at Page 153 in the original amount of \$9,000,00.

Together with all and singular rights, members, herditaments, 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.