

MORTGAGE OF REAL ESTATE—Office of MANN & MANN, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Melvin B. Bailey and Cordelia M. Bailey

(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 One Hundred Ninety Nine and 60/100

Dollars (\$ 5, 199. 60) due and payable

\$86.66 per month for sixty months beginning July 28, 1963 and continuing thereafter until paid in full

maturity with interest thereon from date at the rate of six(6%) per centum per annum, to be paid monthly

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, at the northeastern intersection of Valley Creek Drive

and Gail Avenue, about three miles northwest of Greer, South Carolina on O'Neal Township, being known and designated as Lot No. 69 of Valleyhaven Acres, Section 4, as shown on plat prepared by John A. Simmons, Registered Surveyor, dated July 15, 1960 recorded in the R. M. C. Office for Greenville County in Plat Book "MM", at Page 167, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint rear corner of Lot 68 and 69 and running thence S. 1-06 W. 136 feet to an iron pin; thence S. 11-54 E. 62.5 feet to an iron pin in the northeastern intersection of Gail Avenue and Valley Creek Drive; thence along Valley Creek Drive, N. 68-00 E. 182 feet to an iron pin, joint front corner of Lot 69 and 70; thence along the common line of Lot 69 and 70, N. 22-00 W. 128 feet to an iron pin, joint rear corner of Lot 69 and 70; thence along the common line of Lot 68 and 69; N. 88-54 W. 190 feet to an iron pin, the point of beginning.

The above described property is the same conveyed unto the Mortgagors herein by deed recorded in Deed Book 710, at Page 7.

It is expressly understood that this is a second mortgage subject only to that first mortgage given to Woodruff Federal Savings & Loan Assn. on April 23, 1962 and recorded in the R. M. C. Office for Greenville County in Mortgage Book 888, at Page 469 in the original amount of \$10,000.00.

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.