MORTGAGE OF REAL ESTATE-Offices of MANN & MANN, Attorneys at Law, Greenville, S. C.

 $964\,$  page  $237\,$ 

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE 1

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

I, Edgar J. Painter,

(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

One Thousand Three Hundred Seventy-Six and 16/100------ Dollars (\$ 1,376.16 ) due and payable

Due and payable \$28.67 per month for 48 months beginning August 1, 1964, and continuing thereafter until paid in full.

maturity

with interest thereon from XXX at the rate of

six per centum per annum, to be paid

on demand

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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 being known and designated as Lot No. 165 of East Lynne Addition according to plat made by Dalton & Neves dated May 1933 and recorded in the R. M. C. Office for Greenville County in Plat Book "H", at Page 220 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Sycamore Drive at the joint front corner of Lots Nos. 164 and 165, which iron pin is situate 300 feet south of the intersection of Sycamore Drive and Brook Street and running thence along the line of Lot No. 164, S. 69-42 E. 162.8 feet to an iron pin, rear corner of Lots Nos. 164, 165, 180 and 181; thence along the line of Lot No. 180 S. 17-50 W. 50.05 feet to an iron pin, corner of Lots Nos. 165, 166, 179 and 180; thence along the line of Lot No. 166, N. 69-42 W. 165 feet to an iron pin on the eastern side of Sycamore Drive; thence with the eastern side of said Drive N. 20-18 E. 50 feet to the point of beginning.

The above is the same property conveyed to the mortgagor by deed dated September 15, 1954 and recorded in the R. M. C. Office for Greenville County in Deed Book 508, Page 119.

This is a second mortgage, subject to that first mortgage given by the mortgagor to C. Douglas Wilson & Co. dated September 15, 1954 in the original amount of \$7600.00 recorded in the R. M. C. Office for Greenville County in Mortgage Book 609, Page 387.

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.

Jun 20 1968
Motor Contract Co.
of Greenwille
By: J. E. Phipps
Cheryl R. Bolton
Juye Thagner

Hille Farnsworth.
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