MORTGAGE OF REAL ESTATE-Offices of MANN & BRISSEY, Attorney at Law, Greenville, S. C. F. M. C.

BOOK 1061 PAGE 217

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

I, Jack O. Smith,

(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

Three Thousand Five Hundred Thirty-Two and 32/100----- (\$ 3,532.32) due and payable

Due and payable \$98.12 per month for thirty-six (36) months beginning July 19, 1967 and continuing thereafter until paid in full.

with interest thereon from

maturity at the rate of S

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 Mortgagoe 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, on the southwestern side of Woodland Lane and being known and designated as Lot No. 44 on a plat of the Property of Woodland Hills Subdivision, plat of which is recorded in the R. M. C. Office for Greenville County in Plat Book "Y", at Page 60. Said lot fronting 95 feet on Woodland Lane and running in parallel depth of 175 feet and being 95 feet across the rear, reference being made to said plat for a more complete description.

This being the same property conveyed to the mortgagor by deed dated June 10, 1966 and recorded in the R. M. C. Office for Greenville County in Deed Book 802, at Page 530.

This is a second mortgage, being junior in lien to that certain mortgage given to Fidelity Federal Savings & Loan Association dated June 29, 1955 in the original amount of \$14,300.00 and recorded in the R. M. C. Office for Greenville County in Mortgage Book 643, at Page 221.

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.

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