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

STATE OF SOUTH CAROLINA COUNTY OF CHEENVILLE

MORTGAGE OF REAL ESTATE

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

R. M.C.

WHEREAS, We, J. Charles Burns and Martha T. Burns

(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 Nine Hundred Seven and 20/100 -----

) due and payable Dollars (\$ 3, 907, 20

:S

at the rate of \$65.12 for a period of 60 months beginning August 13, 1965, and continuing thereafter until paid in full.

with interest thereon from

maturity

at the rate of

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:

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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 of 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

All that piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being on the Southern side of the Old Spartanburg Road (East North Street Extension) near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as a portion of Lot No. 9 as shown on a Plat of the W. B. Smith Property prepared by W. J. Riddle, dated July 17, 1939, recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book I at page 144, and having according to a more recent plat prepared by R. W. Dalton, dated June, 1957, entitled "Property of J. Charles Burns," the following metes and bounds:

BEGINNING at an iron pin in the center of the Old Spartanburg Road (East North Street Extension) at the corner of property now or formerly of Don B. Green, which iton pin is located 2102.5 feet West of the intersection of the Old Spartanburg Road (East North Street Extension) with a county road, and running thence with the center of the Old Spartanburg Road (East North Street Extension) N. 68-12 E. 190 feet to an iron pin; thence S. 11-20 E. 485 feet to an iron pin; thence S. 78-0 W. 231 feet to an iron pin; thence with the line of property now or formerly of Don B. Green N. 5-48 W. 454.8 feet to the point of beginning.

This is a second mortgage subject only to that first mortgage to Carolina Federal Savings & Loan Association, dated 8-31-60, in the original amount of \$12,000.00 and recorded in the R.M.C. Office, Greenville County, Deed Book 834, page 398.

This is the same property as that conveyed to the mortgagors by deed dated Nov. 2, 1953, and recorded in the R. M. C. Office for Greenville County, Deed Book 488, page 190, a half interest being conveyed to Martha T. Burns by deed and recorded in Deed Book 578, page 383.

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 Mortgagor farever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof. against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

> FOR SATISFACTION TO THIS MORTGAGE SEE PAGE 320 SATISFACTION BOOK\_

> > SATISFIED AND CANCELLED OF RECORD
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> > 10 51 DAY OF CHIPG 1 149 72 R. M. C FOR GREENVILLE 4083 AT 11.30 O'CLOCK