MORTGAGE OF REAL ESTATE OF SOUTH CAROLOGICAL STATE OF SOUTH CAROLOGICAL STA

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN.

1935 mac 213

STATE OF SOUTH CAROLINA COUNTY OF GREENVIST

WHEREAS, We, Robert Gardner and Kyle K. Gardner

(hereinalter referred to as Mortgagor) is well and truly indebted unto MOTOR CONTRACT COMPANY OF GREENVILLE

(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 Two Thousand Three Hundred Eighty Eight and No/100-------

\$49.75 per month for forty-eight months beginning October 23, 1963 and continuing thereafter until paid in full,

maturity
with interest thereon from 65% at the rate of six(6%) per centum per annum, to be paid: on demand

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagoe 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 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 'hying and being in the State of South Carolina, County of Greenville, on the western side of Webster Street, being known

and designated as Lot No. 12, Blk. G. and recorded in the R. M. C. Office for Greenville County in Plat Book "K", at Pages 63,64 and 65, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Webster Street, joint front corner of Lots No. 12 and 13 and running thence along the common line of said lots, N. 53-49 W. 137 feet to an iron pin; thence along the rear line of Lot No. 12, S. 16-27 W. 48.75 feet to an iron pin, joint rear corner of Lots No. 11 and 12; thence along the common line of said lots, S. 68-15 E. 111.65 feet to an iron pin on the northwestern side of Webster Street; thence along said Street, N. 32-18 E. 65 feet to an iron pin, the point of beginning.

This being the same property conveyed unto the Mortgagors herein by deed recorded in Deed Book 566, at Page 447.

It is expressly understood that this is a second mortgage subject only to that first mortgage given to Independent Life & Accident Insurance Company dated October 9,1959 in the original amount of \$4,000.00 recorded in Mortgage Book 806, at Page 135.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in uny way incident or appertaming, 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 heremabove 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 forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

SATISFIED AND Jan. 65
Delie Sameworth
ATS:000 P. 20299

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atter. Neèlie m. Smit. Deputy