STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

- Lower H OLLIE

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 $_{\rm R, M, O,}$ MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

We, James W. Kerns and Emily T. Kerns,

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Mildred T. Stanford, d/b/a Palmetto Mortgage Company

(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 Ninety-Nine and 84/100------Dollars (\$ 3,099,84

Due and payable \$58.92 per month for 60 months beginning November 1, 1965; payments to be applied first to interest, balance to principal.

with interest thereon from

date

at the rate of

monthly per centum per annum, to be paid:

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, known and designated as Lot No. 14, as shown on plat of the subdivision of Carver Court recorded in the R. M. C. Office for Greenville County in Plat Book "II", Page 107.

The above is the same property conveyed to the grantors by deed dated September 14, 1955 and recorded in the R. M. C. Office for Greenville County in Deed Book 534, Page 403.

This is a second mortgage, subject only to that first mortgage given by the mortgagors to C. Douglas Wilson & Co. dated August 20, 1957 in the original amount of \$9650.00 and recorded in the R. M. C. Office for Greenville County in Mortgage Book 722, Page 239.

STATE OF SOUTH CAROLINA

ASSIGNMENT

COUNTY OF

GREENVILLE

FOR VALUE RECEIVED the undersigned hereby assigns, transfers and sets over unto NORTH AMERICAN ACCEPTANCE CORPORATION, the within mortgage, without recourse.

In the presence of:

Mildred T. Stanford, d/b/a Palmetto

Mortgage Company

Assignment Recorded September 27, 1965

at 3:11 P. M. #9682

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.

nunce corp. a be. Corp. d/f/a. Assignment bouthern General This Mortgage Assigned to. on 17 day of May 1967. Assignmen Rediscount corp. in Vol 106 3 of R. E. Moligages on Page 28