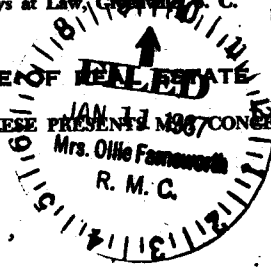


STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS CONCERN:



WHEREAS, I, John H. Church, Jr.,

(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

Two Thousand Nine Hundred Sixty-Three and 04/100----- Dollars (\$ 2,963.04) due and payable

Due and payable \$61.73 per month for 48 months beginning February 5, 1967 and continuing thereafter until paid in full.

with interest thereon from maturity at the rate of 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 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, O'Neal Township and being known and designated as Lot No. 16 of a subdivision of the Property of W. E. Bannister prepared by H. S. Brockman, R. S. dated August 9, 1958 and recorded in the R. M. C. Office for Greenville County in Plat Book "MM", at Page 25 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Joan Street, the joint front corner of Lots Nos. 15 and 16 and running thence along the joint line of said lots N. 66-30 E. 243 feet to an iron pin; thence S. 17-10 E. 136.7 feet to an iron pin on the northwestern side of an unnamed street; thence along the northwestern side of said unnamed street S. 45-50 W. 271.9 feet to an iron pin at the intersection of said unnamed street with Joan Street; thence along the northeastern side of Joan Street N. 17-10 W. 235.4 feet to the beginning corner.

The above is the same property conveyed to the mortgagor by deed dated July 2, 1962 and recorded in the R. M. C. Office for Greenville County in Deed Book 701, at Page 339.

This is a second mortgage, being junior in lien to that certain mortgage given to First Federal Savings & Loan Association dated July 3, 1962 in the original amount of \$8500.00 and recorded in the R. M. C. Office for Greenville County in Mortgage Book 894, at Page 451.

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.