

MAR 15 2 39 PM 1968

MORTGAGE OF REAL ESTATE—Offices of MANN & BRISSEY, Attorneys at Law, Greenville, S. C.

BOOK 1086 PAGE 471

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

OLLIE F. NEWBY
MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Louie D. Wallace and Ophelia E. Wallace,

(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

Five Thousand Three Hundred Fifty-Nine and 80/100----- Dollars (\$ 5,359.80) due and payable

Due and payable at the rate of \$89.33 per month for sixty (60) months beginning April 8, 1968 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 of lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Bates Township, known and designated as part of the land of Jessie P. Newby, adjoining lands now or formerly owned by Climer Cook and Jessie P. Newby, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the White Horse Road, running thence on said road S. 51-0 W. 2.1 chains (138.6") to an iron pin; thence N. 39-0 W. 2.35 chains (155.1") to an iron pin; thence N. 53-0 E. 2.71 chains (178.86") to an iron pin on Cook's line; thence W. 22-0 E. 2.14 chains (141.24") to the point of beginning, said parcel of land containing .57 acres, more or less.

The above is the same property conveyed to the mortgagors by deed dated August 17, 1962 and recorded in the R. M. C. Office for Greenville County in Deed Book 704, at Page 513.

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.

*paid Nov. 21, 1968.
Motor Contract Co. of Greenville
By J. E. Phipps Pres.
Witness Linda Harrison
J. E. Phipps*

RECORDED AND INDEXED OF RECORD
M. M. C. OFFICE FOR GREENVILLE COUNTY, S. C.
AT 2:17 PM NOV 21 1968