923 Paul 233

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE MANN Attenders at Law, Greenville, S. C. OLLIE FARNSHOR MARTGAGE OF REAL ESTATE R. MTO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, William Austin and Mary M. Gaines

MORTGAGE OF REAL ESTATE-Offices of MANN & MANN

(hereinafter 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 Seven Thousand Twenty and 60/100-------- Dollars (\$7,020.60

\$117.01 per month for sixty months beginning June 24, 1963 and continuing thereafter until paid in full

maturity.
with interest thereon from xing at the rate of six(6%) per centum per annum, to be paid monthly

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

All that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being the major portion of Lot No. 2, Block M, Section 6, on plat of East Highlands Estate recorded in the R. M. C. Office for Greenville County in Plat Book "O", Page 108 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the northwest corner of the intersection of Wiuka Avenue and Wembley Drive (formerly Highland Drive); thence with the north side of Wiuka Avenue N. 74-40 W. 75 feet to an iron pin, corner of Lot No. 3; thence with the line of said lot N. 18-02 E. 145.5 feet to an iron pin; thence S. 74-45 E. 75 feet to an iron pin on the northwest side of Wembly Drive; thence with said Drive S. 18-02 W. 145.6 feet to the point of beginning.

The above described property is the same conveyed unto the Mortgagors herein by deed recorded in Deed Book 596, at Page 210.

It is expressly understood that this is a second mortgage subject only to that first mortgage given to Canal Insurance Company on April 11, 1958 recorded in the R.M.C. Office for Greenville County in Mortgage Book 743, at Page 425 in the original amount of \$11,000.00.

All that piece, parcel or lot of land in Tax District No. 7, in the County of Newberry, State of South Carolina, being shown and described on a Plat of Survey made by Walton B. Halfacre, Surveyor, dated March 18, 1954, recorded in the office of the Clerk of Court for Newberry County in Plat Book M at page 168, as Lot No. 3 of lots of T. E. Bigby fronting South for a distance of 150 feet to lands of South Carolina Electric and Gas Company, and being bounded on the West by Lot No. 4 as shown on said Plat of Survey for a distance of 349 feet, being bounded on the North by Lot No. 9 as shown on said Plat of Survey for a distance of 140 feet, and being bounded on the East by Lot No. 2 as shown on said Plat of Survey for a distance of 313 feet.

This being the identical lot of land conveyed to Mary M. Gaines by deed of Robert Clayton Smith dated March 9, 1962, and recorded in the office of the Clerk of Court for Newberry County in Deed Book 80, at page 162.

Together with all and singular rights, members, herditaments, 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.