

GREENVILLE CO. S. C.

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

SEP 11 1 46 PM 1963

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

OLD RECORDS DEPARTMENT

MORTGAGE OF REAL ESTATE BOOK 934 PAGE 113

IN WITNESS WHEREOF I HAVE HEREUNTO SIGNED AND SEALED THESE PRESENTS MAY CONCERN:

WHEREAS, I, Ben S. Irvin

(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 Four Thousand Eight Hundred Sixty Six and No/100-----

Dollars (\$ 4,866.00 ) due and payable

\$ 81.10 per month for 60 months beginning October 11, 1963 and continuing thereafter until paid in full,

with interest thereon from maturity 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 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, City of Greenville, on the northeastern side of Lullwater Road, known and designated as Lot No. 43 of Northside Gardens as shown on plat recorded in the R. M. C. Office for Greenville County in Plat Book "S", at Page 17; and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Lullwater Road, joint front corner of Lots No. 42 and 43 and running thence along the common line of said lots, N. 55-12 E. 197.6 feet to an iron pin; thence along the rear line of Lot No. 43, S. 34-48 E. 85 feet to an iron pin, joint rear corner of Lots No. 43 and 44; thence along the common line of said lots, S. 55-12 W. 198.9 feet to an iron pin on the northeastern side of Lullwater Road; thence along said road, N. 34-07 W. 85 feet to an iron pin, the point of beginning.

This being the same property conveyed unto the Mortgagor herein by deed recorded in Deed Book 504, at Page 409.

It is expressly understood that this is a second mortgage subject only to that first mortgage given to Fidelity Federal Savings & Loan Assn. on December 16, 1954 in the original amount of \$13,500.00 and recorded in the R. M. C. Office for Greenville County in Mortgage Book 621, at Page 167.

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 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.