CREENVHIE CO. S. C.

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

STATE OF SOUTH CAROLINA DEC 28 11 00 AM 1963

MORTGAGE OF REAL ESTATE

BOOK 944 PASE 437

COUNTY OF GREENVILLE

" " " " " TO ALL WHOM THESE PRESENTS MAY CONCERN

is M.C

WHEREAS, Walter R. and Clara W. Neely

(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

Three Thousand Four Hundred Fourteen and no/100 - - - Dollars (\$ 3, 414.00 . ) due and payable

Due and payable at the rate of \$56.90 per month for 60 months beginning January 26, 1964 and continuing thereafter until paid in full.

maturity

with interest thereon from detact 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 scaling 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

All that piece, parcel, or lot of land, situate, lying, and being on the western side of Marshall Court in the County of Greenville, State of South Carolina, being known and designated as Lot 85 according to plat recorded in the RMC Office for Greenville County in Plat Book "S", Page 65, and having the following metes and bounds, to-wit:

"Beginning at an iron pin on the western side of Marshall Count, joint front corner of Lots 85 and 86, and running thence along the common line of said lots in a westerly direction 181.1 feet to an iron pin, joint rear corner of said lots; thence with the rear line of lot 85 in a southerly direction 78.9 feet to an iron pin, joint rear corner lots of 84 and 85; thence with the common line of said lots in an easterly direction 205.5 feet to an iron pin on the western side of Marshall Court; thence with said court in a northwesterly direction 75 feet to an iron pin at point of beginning."

This is the same lot conveyed to the mortgagors herein by deed dated October 31, 1956, and recorded in the RMC Office for Greenville County in Deed Book 564 at page 288.

This is a second mortgage, subject only to that first mortgage given to Aiken Loan and Security in the original amount of \$9,500, dated January 25, 1957, and recorded in the RMC Office for Greenville County in Mortgage Book 703 at Page 377.

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 self, 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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.