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

GREENVILLE CO. S. BOOK 989 PAGE 167

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

## MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRISONES MAY GENCERIUS

OLLIE FARMSWORTH

R.M.C.

WHEREAS.

We, B. R. Cross and Judy B. Cross,

(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

Due and payable \$78.78 per month for 60 months beginning April 19, 1965, and continuing thereafter until paid in full.

with interest thereon from

maturity

at the rate of . six

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, known and designated as Lot No. 34, Augusta Acres, as shown on plat of Marsmen, Inc. recorded in the R. M. C. Office for Greenville County in Plat Book "S", Page 201 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Henderson Avenue, joint front corner of Lots Nos. 33 and 34, and running thence with the line of Lot No. 33 N. 8-16 W. 200 feet to an iron pin; thence with the rear line of Lot No. 39 N. 81-44 E. 100 feet to an iron pin, joint corner of Lots Nos. 34 and 35; thence with the line of Lot No. 35 S. 8-16 E. 200 feet to an iron pin on the north side of Henderson Avenue; thence with said Avenue, S. 81-44 W. 100 feet to the point of beginning.

The above is the same property conveyed to the mortgagors by deed dated December 14, 1959 and recorded in the R. M. C. Office for Greenville County in Deed Book 641, Page 51.

This is a second mortgage, subject only to that first mortgage given by the mortgagors to Southern Life Insurance Company in the original amount of \$7,000.00 dated December 31, 1959 and recorded in the R. M. C. Office for Greenville County in Mortgage Book 812, Page 444.

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.

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK.

CANCELLED OF 19 73 Hannie S. Janks M. C. FOR GREENVILLE COUNTY, S. 1):03 OCTOOK A NO. 19889