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

GREENVILLE CO. S. C

BOOK 397 PAGE 529

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

> OLLIE FARTISHORTH R. M.C.

WHEREAS, I, Allan L. Russo,

(hereinafter referred to as Mortgagon) is well and truly indebted unto MOTOR CONTRACT COMPANY OF GREENVILLE INC., its successors and assigns forever:

(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

Twenty Nine Hundred Nineteen and 60/100 -----Dollars (\$2919.60) due and payable \$48.66 per month for 60 months beginning July 12, 1965, and continuing thereafter until paid in full,

with interest thereon from

maturity

at the rate of

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:

SIX

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 in the County of Greenville, State of South Carolina, on the north side of Kay Drive and being known and designated as Lot No. 83. Section 2 of Belmont Heights, as shown on plat thereof recorded in the R. M. C. Office for Greenville County in Plat Book "GG", at Page 99. Said lot fronts 70 feet on the north side of Kay Drive and runs back to a depth of 160 feet and is 70 feet across the rear.

The above is the same property conveyed to the mortgagor by deed recorded in Deed Book 744, at Page 579.

This is a second mortgage, being junior in lien to a first mortgage to C. Douglas Wilson & Co. dated November 5, 1956 in the original amount of \$9800.00 and recorded in Mortgage Book 696, Page 247.

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.