

JUL 6 8 55 AM 1967

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

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

OLLIE FARNSWORTH  
MORTGAGE OF REAL ESTATE

BOOK 1059 PAGE 533

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Charles F. Burns, same as C. Fred Burns,

(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

Five Thousand Five Hundred Eighty-Three and No/100----- Dollars (\$ 5,583.00 ) due and payable

Due and payable \$93.05 per month for sixty (60) months beginning July 2, 1967 and continuing thereafter until paid in full.

with interest thereon from maturity at the rate of Seven 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, on the southern side of Chicora Avenue (same as Odom Circle) and the eastern side of Green Street (now Finley Street) and being known and designated as Lots Nos. 1 and 2, Block Y of Riverside Subdivision, plat of which is recorded in the R. M. C. Office for Greenville County in Plat Book "A", at Page 323, said lots fronting 125 feet on the eastern side of Finley Street, 108.1 feet on the southern side of Odom Circle, being 104.2 feet on the eastern side and 100 feet across the rear.

This being that same property conveyed to the mortgagor by deeds dated April 13, 1954 and March 16, 1966 and recorded in the R. M. C. Office for Greenville County in Deed Book 497, at Page 485 and Deed Book 794, at Page 203 respectively.

This is a second mortgage, being junior in lien to that certain mortgage given to Carolina Federal Savings & Loan Association dated March 17, 1966 and recorded in the R. M. C. Office for Greenville County in Mortgage Book 1025, at Pages 344 and 347.

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.

*Paid Oct. 16, 1969.  
Motor Contract Co. of Greenville  
J. G. Phipps President  
Witness Linda Harrison  
Joyce Wagner*

SATISFIED AND CANCELLED OF RECORD

13 DAY OF Nov. 1969

Ollie Farnsworth

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 1:17 O'CLOCK P. M. NO. 11251