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

BOOK 1073 PAGE 307

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

## OLLIE FARMSWORTHE MORTGARE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

I, Eugene G. Martin,

(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 at the rate of \$77.17 per month for forty-eight (48) months beginning November 11, 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 Mortgager 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 Brookwood Drive, known and designated as the northern portion of Lot No. 45 and recorded in the R. M. C. Office for Greenville County in Plat Book "J", at Page 208, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern corner of the intersection of Brookwood Drive and Sevier Street, running thence S. 8-12 W. crossing a branch 96 feet to an iron pin; thence N. 66-30 W. 123.9 feet to an iron pin at the rear corner of Lots 43 and 44; thence with the line of Lot No. 43 N. 19-52 E. 85 feet to an iron pin on the southern side of Brookwood Drive; thence with said Drive S. 70-08 E. 104 feet to the point of beginning.

This being the same property conveyed to the mortgagor herein by deed dated May 25, 1948 and recorded in the R. M. C. Office for Greenville County in Deed Book 347, at Page 475 and by deed dated August 28, 1963 and recorded in the R. M. C. Office for Greenville County in Deed Book  $\boxed{731}$ , at Page  $\boxed{294}$ .

It is expressly understood and agreed that this is a second mortgage, being junior in lien to that certain mortgage dated July 11, 1966 in the original amount of \$9500.00 and recorded in the R M. C. Office for Greenville County in Mortgage Book 1035, at Page 350 and being given to Fidelity Federal Savings & Loan Association.

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