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WHEREAS,

WE, John Franklin Forest, Jr., and Nocha H. Porest,

(hereinafter referred to as Mortgagor) is well and truly indebted unto MOTOR CONTRACT COMPANY

_, its successors and assigns forever (hereinafter referred to as Mortgagee) as evidenced by OF Greenville, Inc. the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of in monthly installments of \$ 84.45 , the first installment becoming due and payable on the 21st day of October 1972 and a like installment becoming due and payable on the same day of each successive month thereafter until the entire indebtedness has

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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 axtures 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 except as herein specifically stated otherwise as follows: This is a second mortgage subject to that certain mortgage given to Carolina National Hortgage Investors Company, dated 9-2-66, Recorded in Mortgage Book 1040, Page 203, in the RMC Office for Greenville County, South Carolina.

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.

The Mortgagor further covenants and agrees as follows:

131 That this morteure shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mort-