STATE OF SOUTH CAROLINA COUNTY OF GRLENVILLE

## MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN.

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WHEREAS, James I. Walker

thereinafter 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 Mortgager's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of F1ve Thousand Two Hundred Thirty Two and No/100------Dollars (\$ 5,232.00 ) due and payable

\$87.20 per month for 60 months beginning November 10, 1963 and continuing thereafter until paid in full,

maturity

with interest thereon from  $\frac{\partial H}{\partial x}$  at the rate of  $\operatorname{Six}(\delta_{P}^{a'})$  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 scaling 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 western side of Hunt's Bridge Road,

being a southerly portion of a 12 acres tract devised to the Mortgagor by will of Brucie Walker, said will being probated in the Probate Judge Office for Greenville County in Apartment 695, File 29, containing 2.8 acres, and having, according to a recent survey by J. C. Hill, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Hunt's Bridge Road at the corner of the .94 of an acre tract shown on plat recorded in Vol. "PP", at Page 47 and running thence with the western side of Hunt's Bridge Road N. 22-10 W. 295.3 acre to an iron pin; thence S. 3-0 E. 103 feet to an iron pin; thence S. 62-0 E. 81.1 feet to an iron pin; thence N. 82-0 E. 94 feet to a pin or a branch; thence with the branch as the line the following courses and distances: N. 41-30 E. 70 feet; thence N. 59-30 E. 83 feet; thence N. 70-30 E. 1 4 feet; thence S. 73-30 E. 142 feet; thence N. 81-30 E. 20 feet to an iron pin, the point of beginning.

This being the same property willed to me by Brucie Walker whose will appears in Probate Judge Office for Greenville County in Apartment 695, at Page 29.

It is expressly understood that this is a second mortgage subject only to that first mortgage given to Fidelity rederal Savings & Loan Assn. dated April 26, 1962 in the original amount of \$5,500.00 recorded in Mortgage Book 888, at Page 443.

Together with all and singular rights, members, herditaments, 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 Mortgage forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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