

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILES
GREENVILLE, S. C.
DEC 28 9 55 AM 1963
O.L.L. R. M.C.

MORTGAGE OF REAL ESTATE

BOOK 944 PAGE 439

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, John L. Duncan and Lillian Duncan

(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 Fifty-four and 20/100 - - - - - Dollars (\$ 5,554.20) due and payable

\$92.57 per month for 60 months beginning January 27, 1964 and continuing thereafter until paid in full,

with interest thereon from ~~due~~ maturity at the rate of Six (6%) 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

All that piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, in Chick Springs Township, being known and designated as Lot No. 4 as shown on subdivision of Buckhorn Village and being more particularly described according to a survey by C. C. Jones, Engineer, February 8, 1955 as follows:

BEGINNING at an iron pin on the western side of Harding Drive which pin is 284.4 feet south of the intersection of Harding Drive and Buckhorn Road and is the joint front corner of Lots No. 3 and 4 and running thence with the joint line of said lots S. 72-30 W. 165 feet to an iron pin; thence S. 17-30 E. 80 feet to an iron pin rear corner of Lot No. 5; thence with the line of said lot, N. 72-30 E. 165 feet to an iron pin on the western side of Harding Drive; thence with said Drive N. 17-30 W. 80 feet to the point of beginning.

This being the same property conveyed unto the Mortgagor herein by deed recorded in Deed Book 518, at Page 452.

This is a second mortgage, subject to that first mortgage to Independent Life Insurance Company, dated February 11, 1955 in the original amount of \$4,900.00, recorded in Mortgage Book No. 626, Page 459, in the R. M. C. Office for Greenville County.

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