



82075
BOOK 1261 PAGE 377

WHEREAS, I, Tommy M. Smothers,

(hereinafter referred to as Mortgagor) is well and truly indebted unto **MOTOR CONTRACT COMPANY** of Greenville, Inc. its successors and assigns forever (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 **Two Thousand One Hundred Thirty-Four Dollars and 44/100th Dollars (\$2134.44)** due and payable in monthly installments of \$ **59.29**, the first installment becoming due and payable on the **17th** day of **January**, 19 **73**, and a like installment becoming due and payable on the same day of each successive month thereafter until the entire indebtedness has been paid, 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, to wit:

ALL that piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being near the City of Greenville, in the County of Greenville, State of South Carolina being known and designated as Lot 20 on Plat of Paris Mountain Gardens, plat of which is recorded in the RMC Office for Greenville County in Plat Book EE, page 7, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southwesterly side of Coleman Court, joint front corner Lots 20 and 21; and running thence S. 26-03 W. 138.7 feet to an iron pin in the center of a ten foot utility easement; thence through the said easement, S. 44-08 E. 74 feet to an iron pin; thence N. 26-03 E. 163.9 feet to an iron pin on Coleman Court; thence along Coleman Court, N. 63-57 W. 70 feet to an iron pin, the point of beginning.

This conveyance is made subject to any restrictions, rights-of way, or easements that may appear of record on the recorded plat(s) or on the premises.

As a part of the consideration hereof, the grantee agrees to assume and pay, according to its terms, that certain note and mortgage given to Cameron-Brown Company, on which there is a balance due of \$ 15,536.65; said mortgage being recorded in Mortgages Volume 1060, Page 303.

This is the same property conveyed to the grantor by deed recorded in the RMC Office for Greenville County, S. C., in Deed Volume 821 at Page 495.

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 herein specifically stated otherwise as follows:

This is a Second mortgage being subject only to that First Mortgage held by Cameron Brown.

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:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgagee debt, whether due or not.

