

P. O. Box 647  
Taylors, S. C. 29687

1441 PAGE 600

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

}

RECORDED  
GREENVILLE CO. S.C.  
1978 SEP 21 2 46 PM  
COUNTY CLERK'S OFFICE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James H. Smith

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

ASSOCIATES FINANCIAL SERVICES CO., 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

Sixteen thousand two hundred ninety-six - - - Dollars (\$ 16,296.00) due and payable in eighty-four (84) equal, consecutive <sup>monthly</sup> payments of \$194.00, commencing September 21, 1978,

as stated in Note of even date

with interest thereon from date / at the rate of per centum per annum, to be paid:

AMOUNT ADVANCED \$9,493.15

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, being shown and designated as Lot 20, THORNWOOD ACRES, as shown on a Plat thereof recorded in the RMC Office for Greenville County in Plat Book MM, at Page 59, reference to which Plat is craved for a metes and bounds description.

This is the same property conveyed to the Mortgagor herein by deed of Robert F. Shand and Antonia Z. Shand, by deed recorded April 19, 1973, in Deed Book 971, at Page 833.

This mortgage is junior in lien to that certain mortgage in favor of Aiken Loan and Security Company in the original amount of \$17,400.00, dated September 22, 1969, recorded in REM Book 1137, at Page 69.



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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 all of 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 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.

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