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

STATE OF SOUTH CAROLINA COUNTY OF Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

V

ROBERT WILLIAMS and EMILY R. WILLIAMS

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

ASSOCIATES FINANCIAL SERVICES COMPANY OF SOUTH CAROLINA, 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

EIGHT THOUSAND EIGHT HUNDRED EIGHTY

Dollars (\$ 8,880.00) due and payable

in sixty (60) equal, consecutive monthly installments of \$148.00, commencing January 22, 1980, and continuing thereafter until paid in full as stated on Note of even date

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

AMOUNT ADVANCED \$5828.28

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 Gr eenville, being all that certain piece, parcel, or lot of land on the eastern side of County Road (SS-130), in Saluda Township, and having the following metes and bounds:

BEGINNING at a nail and stopper in the center of County Road (SS-130), at the corner of property of Cecil Vaughn and running thence along a barbed wire fence, line of Cecil Vaughn, N 64-40 E, 270 feet to a point; thence along a new line parallel to said County Road, 140 feet, more or less, to the line of the property of Ollie Rose Miller (property received by Ollie Rose Miller as shown by deed recorded in Deed Book 633, at Page 385); thence along Miller line, S 87-15 W, 270 feet, more or less, to a nail and stopper in the center of said County Road; thence in a northerly direction along said County Road, 140 feet, more or less, to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Henry McKensie, recorded December 3, 1960, in Deed Book 664, at Page 109, in the RMC Office for Greenville County.

This mortgage is junior in lien to that certain mortgage in favor of U. S. of America, in the original amount of \$11,500.00, recorded in REM Book 1134, at Page 387, on August 19, 1969.

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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