

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S.C.
FILED
SEP 10 2 46 PM '81
DONNIE S. TANKERSLEY
R.M.C.

REC-1552 PAGE 388

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Richard C. Lusk and Delores C. Lusk

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

(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 Eighteen Thousand Seven Hundred Thirty-two and no/100-----

Dollars (\$ 18,732.00) due and payable

TERMS THEREOF BEING MORE FULLY SET OUT IN SAID NOTE.

(Amount advanced being \$10,610.04)

with interest thereon from at the rate of 18.0% APR per centum per annum, to be paid:

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, the Mortgagee's heirs, 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 eastern side of Charter House Avenue and being known and designated as Lot No. 162 according to a survey of Chesterfield Estates, Section 1, by Heaner Engineering Co., Inc., dated February 26, 1974, recorded in the RMC Office for Greenville County, in Plat Book 5-D at Page 51 and having, according to a more recent survey for Richard C. Lusk and Delores C. Lusk dated June 6, 1975, such metes and bounds as are more fully shown thereon.

This being the same property conveyed to mortgagors herein by deed of Westminster Company dated and recorded June 13, 1975, in Book 1019 at Page 858.

Note: The deed recorded in Book 1019 at Page 858 contains a scrivener's error in that the plat craved to for a metes and bounds description is shown as recorded in Plat Book 5-E at Page 51 when it should state 5-D at Page 51.



10816952 8 004 35991801

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.

4328 RV-2

0368