

MORTGAGE OF REAL ESTATE

1821 948

GREENVILLE FILED

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

AUG 19 3 01 PM '83
JUN 11 1983
R.H.L. [unclear]

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS Terry Lee Fendley

(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 Ten Thousand Eighty and no/100----- Dollars (\$ 10,080.00) due and payable

ACCORDING TO TERMS SET OUT IN SAID NOTE,
(amount advanced being \$6,333.48)

with interest thereon from this date at the rate of 25.08 APR per centum per annum, to be paid monthly

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 Mortgagee in hand well and truly paid by the Mortgagor 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, in Grove Township, containing 1.13 acres as shown on plat of property prepared by John C. Smith, RLS #1443, dated September 11, 1975, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point, joint corner of Lake Circle Drive and a paved county road; thence S. 25-12 W. 166.6 feet to a new point; thence S. 39-11 W. 137.6 feet to a point; thence S. 02-32 W. 42.75 feet to a new point; thence S. 57-05 E. 48.35 feet to a new point; thence N. 85-50 E. 119.6 feet to a new point; thence N. 68-48 E. 82.8 feet to a new point; thence N. 02-00 W. 289 feet to an iron pin; thence S. 89-08 W. 67 feet to point of beginning.

This being the same property conveyed to mortgagor herein and Susan Joyce Fendley by deed of Christine D. Fendley dated September 11, 1975, recorded in Deed Book 1025 at Page 835. Susan Joyce Fendley conveyed her interest in said property to Terry Lee Fendley by deed dated January 8, 1980, recorded in Deed Book 1113 at Page 501.

This mortgage is subordinate to lien of a previous mortgage executed by Terry Lee Fendley in favor of Jim Walter Homes, Inc., recorded in Mortgage Book 1351 at Page 276 in the sum of \$36,210.00.

The attached call option provision is part of this mortgage, deed of trust, or deed to secure debt.

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 now or hereafter accrue thereon, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner as 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 Mortgagee covenants that it is lawfully seized of the premises hereinafore described in the single absolute, that it has good right and is lawfully seized and is well advised as to the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee, its heirs, term and assigns against the Mortgagor and all persons claiming lawfully claiming the same or any part thereof

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