

MORTGAGE OF REAL ESTATE

VOL 1640 PAGE 743

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO HOLD FROM THESE PRESENTS MAY CONCERN:

RECORDED
3 21 1979
R.M.C. - GREENVILLE

WHEREAS, Phil Lamont Hyatt and Janice R. Hyatt

(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 Thirteen Thousand One Hundred Forty and no/100----- Dollars (\$13,140.00) due and payable

ACCORDING TO TERMS SET OUT IN SAID NOTE
(amount advanced being \$8,095.12)

with interest thereon from this date at the rate of 21.0% 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 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 known and designated as Lot No. 55 on a plat of PINE BROOK FOREST Subdivision according to a plat prepared by Charles K. Dunn, Surveyor, recorded in the RMC Office for Greenville County in Plat Book 4-X at Pages 48 and 49.

This being the same property conveyed to mortgagors by deed of Oak, Inc., dated May 29, 1979, recorded on May 31, 1979, in Deed Book 1103 at Page 737.

This mortgage being junior to that certain mortgage given to United Federal Savings and Loan Association (now American Federal Savings and Loan) dated May 29, 1979, recorded on May 31, 1979, in Mortgage Book 1468 at Page 488 in the amount of \$32,000.00.

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

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP TAX
\$ 03.24

REC-20 93 1225

4-0701

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 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 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 Mortgagee 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.