

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE, S.C.
MAR 30 3 12 PM '84

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

DOWNING & BARRERSLEY

WHEREAS, Charles W. Tyner and Bonnie J. Tyner

(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 THIRTY-EIGHT THOUSAND AND TWENTY-TWO AND 05/100ths (\$38,022.05) Dollars (\$) due and payable

ACCORDING TO TERMS SET OUT IN SAID NOTE

with interest thereon from this date at the rate of 20% 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, in the Town of Mauldin, on the southern side of Pinehurst Drive, being shown and designated as Lot 47 on a plat of PINE VALLEY Estates, recorded in the RMC Office for Greenville County in Plat Book MM at Page 138 and having, according to said plat, such metes and bounds as are more fully shown thereon.

This being the same property conveyed to mortgagors herein by deed of Lewis N. Gilstrap recorded on May 28, 1971, in Deed Book 916 at page 350.

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



SC 7-1 MR30 94 142

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 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.

