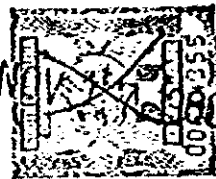


TOTAL OF PAYMENTS: \$17,856.00
AMOUNT FINANCED: 10,873.48

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:
THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING \$100,000.
BOOK 82 PAGE 906



DENNIS S. TANKERSLEY
R.M.C.

BOOK 1524 PAGE 710

WHEREAS, James C. Shepherd, Jr., and Joyce B. Shepherd
(hereinafter referred to as Mortgagor) is well and truly indebted unto Associates Financial Services Company of South Carolina, Inc., 123 W. Antrim Dr., Greenville, SC, its successors and assigns forever (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 principal sum of Ten thousand eight hundred seventy-three and 48/100 Dollars (\$ 10,873.48) plus interest of Six thousand nine hundred eighty-two and 52/100 Dollars (\$ 6,982.52) due and payable in monthly installments of \$ 248.00, the first installment becoming due and payable on the 21 day of December, 19 80 and a like installment becoming due and payable on the same day of each successive month thereafter until the entire indebtedness has been paid, with interest thereon from maturity at the rate of seven per centum per annum, to be paid on demand.

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 and other obligations for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, the Maximum Outstanding at any given time not to exceed said amount stated above, 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, to wit:

Being known and designated as Lot 283 on plat of woodfields, recorded in the RMC Office for Greenville, S. C. in Plat Book Z, Page 121 and having, according to said plat, the following metes and bounds; to-wit:

BEGINNING at an iron pin on the southwest side of South Beaver Lane at the joint corner of Lots 283 and 284 and runs thence along the line of Lot 284 S. 30-48 W. 157.7 feet to an iron pin; thence along the line of Lot 282 N. 38-23 W. 134.7 feet to an iron pin on the southwest side of Deerfield Road; thence along Deerfield Road N. 24-01 E. 26.7 feet to an iron pin; thence continuing along said road N. 16-11 E. 40 feet to an iron pin; thence with the curve of the intersection of South Beaver Lane and Deerfield Road (the chord being N. 61-11 E. 35.3 feet) to an iron pin on the southwest side of South Beaver Lane; thence along South Beaver Lane S. 65-42 E. 172.02 feet to this beginning corner.

This is the same property conveyed to Charles J. Connors, Jr., by deed recorded June 12, 1973, in Vol. 1281, page 330.

Witness my hand and seal this 21st day of December, 1980.
Dennis S. Tankersley
R.M.C.

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 herein specifically stated otherwise as follows: First Federal Savings & Loan in the amount of \$19,450.00 recorded June 12, 1973, in Vol. 1281, page 330

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.

The Mortgagee further covenants and agrees as follows:

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