STATE OF SOUTH CAROLINA COUNTY OF Greenville

FILED GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE

BOOK 1245 PAGE 61

Mus 15. 11 08 NY 72 TO ALL WHOM THESE PRESENTS MAY CONCERN:

ELIZABETH RIDDLE R.M.C.

WHEREAS, Bob E. Faulkenberry & Frances P. Faulkenberry

(hereinafter referred to as Mortgager) is well and truly indebted un to Associates Financial Services, Inc.

(hereinafter referred to as Mortgages), 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 Five Thousand Seven Hundred Sixty and No/100 ---- Dollars (\$ 5,760.00) due and payable

in thirty-six (36) monthly installments of \$160.00 each, until paid in full,

maturity

with interest thereon from & at the rate of eight per centum per annum, to be paid: as set forth above.

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 fime 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 Greenville, being known and designated as being in the State of South Carolina, County of Lot Number 12 on the southwestern side of Elaine Avenue, on a plat

of Pine Brook Subdivision, recorded in the RMC Office for Greenville County in Plat Book "Z" at Page 148.

This is the same property conveyed to the Mortgagors by deed recorded in Deed Book 771 at Page 461 in the RMC Office for Greenville County.

This mortgage is junior in lien to that certain mortgage in favor of Cameron Brown Company, recorded in Mortgage Book 992 at Page 193 in the RMC Office for Greenville County.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 Marigagor 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 e forever, from and against the Mortgagor and all persons whomsoever tawfully claiming the same or any part thereof. and the state of t