STATE OF SOUTH CAROLINA COUNTY OF Greenville

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MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

300v 1441 93: 922

WHEREAS, Thomas J. Gibson and Alice W. Gibson

(hereinafter referred to as Mortgagor) is well and truly indebted unto

ASSOCIATES FINANCIAL SERVICES CO., 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 Five thousand four hundred seventy-two - - -

Dollars (\$ 5,472.00) due and payable

in forty-eight (48) equal, monthly, consecutive payments of \$114.00, commencing September 24, 1978,

at the rate of

as state in Note of even date

with interest thereon from

date /

per centum per annum, to be paid:

AMOUNT ADVANCED \$3,795.95

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 kereby 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, on the eastern side of Noble Street (also known as Penarth Drive), being shown and designated as Lot 11 on a Plat of Property of William R. Timmons, said plat dated June 1959, being made by C. O. Riddle RLS, and recorded in the RMC Office for Greenville County in Plat Book MM at Page 127.

This is the same property conveyed to the Mortgagors herein by deed of Carol Guy Roberts and John F. Roberts, Jr., recorded April 18, 1977, in Deed Book 1054, at Page 792.

This mortgage is junior in lien to that certain mortgage in favor of Cameron-Brown Company in the original amount of \$21,250.00, recorded April 18, 1977 in REM Book 1394, at Page 886; re-recorded July 6, 1977, in REM Book 1403, at Page 230.

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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 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.

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