P. O. Box 647 Taylors, S. C.

Taylors, S. C. 29687

STATE OF SOUTH CAROLINA COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Roger D. Gambrell and Beverly P. Gambrell

(hereinaster 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

Fifteen thousand two hundred four - - - - - Dollars (\$ 15,204.00) due and payable in 84 equal, consecutive, monthly installments of \$181.00, commencing October 26, 1978,

stated in Note of even date

with interest thereon from date as _/ at the rate of

per centum per annum, to be paid:

Amount Advanced: \$8,611.74

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 shown and designated as Lots 39 and 40 on a Plat of CLEARVIEW ACRES, recorded in the RMC Office for Greenville County in Plat Book MM, at Page 168, and having, according to said Plat, the following metes and bounds:

BEGINNING at a point on the edge of State Park Road, joint front corner of Lots 39 and 38, and running thence with said Road, S 89-15 W, 200 feet to a point on the edge of said Road; thence N 13-52 E, 167.5 feet to a point; thence S 86-45 E, 200 feet to a point; tehnce S 15-01 W, 153.5 feet to a point on the edge of State Park Road, the point of beginning.

This is the same property conveyed to the Mortgagors by deed of George C. Perchalla and Linda S. Perchalla, recorded May 3, 1973, in Deed Book 973, at Page 793.

This mortgage is junior in lien to that certain mortgage in favor of USA, in the original amount of \$17,400.00, recorded November 11, 1971, in REM Book 1213, at Page 115.

SOUTH CAROLINA SOUTH

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.

n 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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