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STATE OF SOUTH CAROLINA COUNTY OF Greenville DEC 17 10 52 MM '79 MORTGAGE OF REAL ESTATE **ELTANKERSLEY** DONK 3 TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

JUDY B. DAVIS

(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

SIX THOUSAND ONE HUNDRED TWENTY

6,120.00) due and payable Dollars (\$

in sixty (60) consecutive monthly installments of \$102.00, commencing January 22, 1986, and continuing thereafter until paid in full,

as stated in Note of even date

date / with interest thereon from

at the rate of

per centum per annum, to be paid:

AMOUNT ADVANCED \$3,933.80

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, O'Neal Township, on the northern side of Greenville, O'Neal Township, on the northern side of road that leads from State Hwy. 415 at or near the Old Gunter Gin place, being a part of Tract 1 as shown on Plat of Property of A. J. Tate Estate, and having the following courses and distances:

BEGINNING at a nail and stopper in the center of said road, joint corner of Joe A. Waters lot, and running thence N 40-10 W, 22 feet to an old iron pin on the northern bank of said road; thence with the new line of Joe A. Waters and with a terrace with the following courses and distances: N 29-30 W, 176 feet; thence N 43-26 W, 100 feet; thence N 66-18 W, 100 feet; thence N 60-40 W, 100 feet; thence N 41-01 W, 154 feet to a stake on the original line of Joe A. Waters; thence N 57-00 E, 177.5 feet to an iron pin on the corner of F. W. Andrea line; thence with a new line, S 42-38 E, 647.3 feet to an iron pin in the center of said road; thence along the center of said Road, S 58-50 W, 52.5 feet to an iron pin; thence continuing along the center of said road, S 67-00 W, 100 feet to the beginning corner and containing 2.09 acres.

LESS HOWEVER, 1.57 acre tract being conveyed to Ruth C. Bryson by deed dated October 29, 1979, to be recorded simultaneously herewith.

The above is the same property conveyed to the Grantor herein by deed of William Marshall Davis, recorded May 24, 1978, in Deed Book 1079, at Page 779.



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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 Hand is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liers 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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