GREENVILLE CO. S. C.

BOOK 1244 PAGE 33

STATE OF SOUTH CAROLINA COUNTY OF Greenville

Aug 7 11 24 AH '72-

MORTGAGE OF REAL ESTATE

ELIZABETH RIDDLE ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Kenneth L. Paxton

(hereinafter referred to as Mortgagor) is well and truly indebted unto The Associates Financial Services, 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 Seven Hundred Sixty and No/100 --- Dollars (\$ 5,760.00) due and payable in thirty-six (36) monthly installments of \$160.00 each

maturity

with interest thereon from 2006 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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, near the Town of Taylors, being designated as Lot Number 52 on a plat of Brook Glen Gardens, recorded in Plat Book JJJ at Page 85 in the RMC Office for Greenville County.

This is the same property conveyed to the Mortgagor by deed recorded in Deed Book 862 at Page 211 in the RMC Office for Greenville County.

This mortgage is junior in lien to that certain mortgage to Carolina Federal Savings and Loan Association, recorded in Mortgage Book 1117 at Page 279 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 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 Mortgages forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.