

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

GREENVILLE CO. S. C.
FILED
SEP 15 3 53 PM '79
DONALD STANNERSLEY
R.M.C.

1421 298

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DAVID L. DAWKINS and ROSA LEE DAWKINS

(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

Seventeen thousand fifty-two

Dollars (\$ 17,052.00) due and payable

in eighty-four (84) equal, monthly consecutive payments of \$203.00, commencing October 24, 1979, and continuing until paid in full

as stated in Note of even date

with interest thereon from date / at the rate of per centum per annum, to be paid:

AMOUNT ADVANCED \$9,658.47

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, on the easterly side of Jones Avenue,

being shown and designated as Lot 9 and a small triangular portion of adjoining Lot 10 on a Plat of Property of David L. Dawkins and Rosa Lee Dawkins, recorded in the RMC Office for Greenville County in Plat Book 4-I, at Page 35, and having, according to said Plat, the following metes and bounds:

BEGINNING at an iron pin on the eastelry side of Jones Avenue, joint front corner of Lots 8 and 9, and running tehnce with the common line of said Lots, S 85-00 E, 230 feet to an iron pin; running thence S 5-00 W, 60 feet to an iron pin, joint rear corner of Lots 9 and 10; thence on a new line through Lot No. 10, N 86-35 W, 218.2 feet to an iron pin on the easterly side of Jones Avenue; thence with said Avenue, N 5-10 W, 67 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of James Lewis Dawkins, dated and recorded February 24, 1971, in Deed Book 909, at Page 362.

This mortgage is junior in lien to that certain mortgage in favor of Bank of Greer in the original amount of \$15,700.00, recorded February 20, 1978, in REM Book 1423, at Page 782.



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.

13620

4328 RV-2