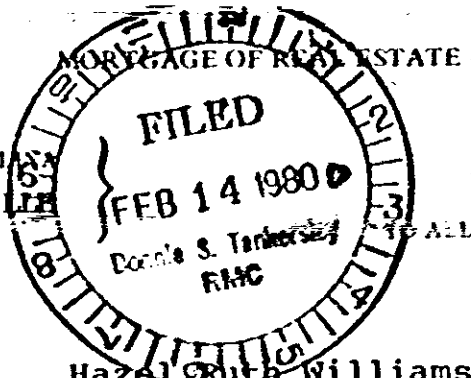


STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



BOOK 1495 580

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Hazel Ruth Williams

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

(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 Twelve Thousand Two Hundred Forty and no/100----- Dollars (\$ 12,240.00) due and payable

(amount financed being \$7,453.60)

TERMS THEREOF BEING MORE FULLY SET OUT IN SAID NOTE.

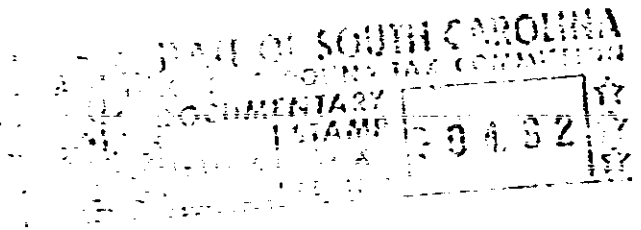
with interest thereon from _____ at the rate of _____ per centum per annum, to be paid.

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 known and designated as Lot No. 40 and the northern one-half of Lot No. 39 with the aforementioned lot being shown on a plat of WEST GEORGIA HEIGHTS with said plat being recorded in the RMC Office for Greenville County, S.C., in Plat Book 4-U at Page 5, with property shown on a new plat entitled, "Property of Hazel R. Williams," having been made by J. L. Montgomery, III, and recorded in the RMC Office for Greenville County, S.C., in Plat Book _____ at Page _____.

This being the same property conveyed to mortgagor herein by deed of Thomas E. Allen and Kay L. Allen dated and recorded December 16, 1977, in Book 1070 at Page 334.



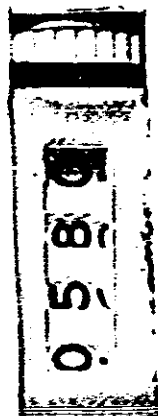
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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all 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 Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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