

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
GREENVILLE S.C. MORTGAGE OF REAL ESTATE

BOOK 1558 PAGE 169

TO HAVE AND TO HOLD TO WHOM THESE PRESENTS MAY CONCERN:

SONNIE E. TANKERSLEY
R.M.C.

WHEREAS, JAMES D. HUTTON and DIANE S. HUTTON,

(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

ELEVEN THOUSAND NINE HUNDRED NINETY-FIVE and 60/100 Dollars (\$ 11, 995. 60--) due and payable in 108 monthly payments, with the first such payment due January 1, 1982 in the amount of \$254.57, thereafter in 107 equal monthly payments of \$225.00 each.

\$12, 333.97 Interest

\$24, 329.57 Gross

with interest thereon from date at the rate of /as set forth in promissory note of instant date. 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 shown and designated as Lot 87 SUNNY SLOPES Subdivision, Section One, on a Plat recorded in the RMC Office for Greenville County in Plat Book 4-R at Page 3, and having according to said plat, the following courses and distances:

BEGINNING at a point on the edge of Fernleaf Drive, joint front corner of Lots 86 and 87 and running thence with the common line of said lots S 36-42 E 150 feet to a point; thence S 53-18 W 80 feet to a point; thence N 36-42 W 150 feet to a point on the edge of Fernleaf Drive; thence with said Drive, N 53-18 E 80 feet to a point on the edge of the said Drive, the point of beginning.

This is the same property conveyed to the Mortgagors by deed of Brown Enterprises of S. C. Inc., recorded July 30, 1975 in Deed Book 1022 at Page 1.

This is a second mortgage junior in lien to a certain mortgage in favor of Farmers Home Administration in the original amount of \$22, 600.00 which was recorded July 30, 1975 in Volume 1345 at Page 23.

STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP
\$ 0 4 3 0

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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 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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