

MORTGAGE OF REAL ESTATE—Office of P. BRADLEY MORRAH, JR., Attorney at Law, Greenville, S. C.

BOOK 1575 PAGE 161

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
C. S. C.
AUG 24 AM '82
DEPT. OF REVENUE
GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WE, MICHAEL D. STONE and MARSHIA A. STONE,

(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

Ten thousand two hundred eighteen dollars and 24/100----- Dollars (\$ 10,218.24) due and payable

ACCORDING TO TERMS SET OUT IN SAID NOTE.

(amount advanced being \$ 6,642.04)

with interest thereon from date at the rate of 23% per centum per annum, to be paid in 48 equal installments of \$212.88 each, beginning 8-15-82.

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:

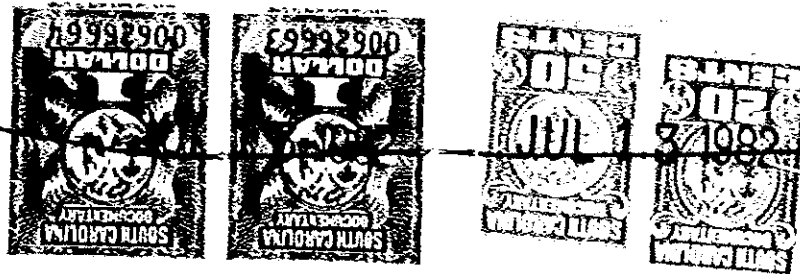
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, City of Mauldin, known and designated as Lot No. 47 as shown on plat of Brookside Subdivision, Section Two (reference to which plat is expressly craved for a more detailed description) recorded in Plat Book 5D at Page 24 of the RMC Office for Greenville County, South Carolina.

This is a second mortgage, junior in lien to a prior mortgage executed in favor of Charter Mortgage Company recorded in Mortgage Book 1508 at Page 988 in the sum of \$67,500.00.

Donald E. Bally

This is the same property conveyed to the Grantors by deed dated July 28, 1980 recorded in the RMC Office for Greenville County in Deed Book 1129 at Page 942.

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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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