

FILED GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, RAY ERNEST WITHAM and SANDRA W. WITHAM

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

ASSOCIATES FINANCIAL SERVICES CO., 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

Nine thousand nine hundred - - - - - Dollars (\$ 9,900.00) due and payable

in 60 equal, consecutive monthly installments of \$165.00, commencing
January 1, 1979, as stated in said Note of Even date

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

AMOUNT ADVANCED \$6,639.16

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, O'Neal Township, and having the following metes and bounds and courses and distances:

BEGINNING at an iron pin in the Langley Road and running thence with the Langley line, N 1-12 W, 360 feet to an iron pin on said line; thence S 70-30 W, 156 feet to an iron pin; thence S 9-52 E, 350 feet to an iron pin in the center of above said Road; thence with the center of said Road, N 68-40 E, 100 feet to an iron pin, the beginning corner, containing one acre.

The above described land is a portion of the same land willed to Guy Langley by J. M. Langley, and is on the northwest side of the above said Road, joined by Langley land on the north and west, and on the east by Williams.

This is the same property conveyed to the Mortgagors herein by deed of Ralph L. Williams and Elizabeth P. Williams, recorded June 20, 1969, in Deed Book 870, at Page 318.

This mortgage is junior in lien to that certain mortgage in favor of Citizens Building & Loan Association in the original amount of \$15,200.00, recorded February 24, 1976, in REM Book 1360, at Page 861.



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.

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