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COUNTY OF GREENVILLE AND SPARTANBURG

4 15 PH 182 MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Zeroy Bruton,

(hereinafter referred to as Mortgager) is well and truly Indebted un to Associates Financial Services Corporation

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with interest thereen from date at the rate of 20% per centum per annum, to be paid under terms of note of even date herewith.

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargaized, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagoe, its successors and assigns:

"ALL that certain piece, parcel or let of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Caroline, County of Greenville

All that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, Highland Township, about one-half mile northwest of Pleasant Hill Baptist Church, at the southwest corner of the intersection of Jordan Road and Pleasant Hill Road (sometimes called Dunahue Road), containing 1/2 acres, more or less, and according to a plat of the Edgar Mitchell Estate prepared by W. N. Willis, Surveyor, dated March 9, 1974, having the following metes and bounds:

BEGINNING at an iron pin in center of the intersection of Jordan Road and Pleasant Hill Road, and running thence with the center of Pleasant Hill Road S. 12-14 W. 208 feet to an iron pin; thence N. 70-05 W. 159. feet to an iron pin; thence N. 18-00 E. 300 feet to an iron pin in center of Jordan Road; thence with the center of said road S. 42-15 E. 160 feet to the point of beginning.

This being the same property conveyed to Mortgagor herein by Deed of Dennis E. Walls and Gean D. Walls dated March 31, 1980 and recorded in Deed Book 1123 at Page 143 on April 1, 1980.

This mortgage being second and junior in lien to that certain mortgage from Dennis E. Walls and Gean D. Walls to Greer Federal Savings and Loan Association in the original amount of \$12,000.00 recorded June 20, 1977 and assumed by Zeroy Bruton, said mortgage being recorded in Book 1401 at Page 526.

ALSO:

All that piece, parcel or lot of land in Beech Springs Township, County of Spartanburg, State of South Carolina, located in the new City Limits of Greer, S. C., on the Southwest side of Elmer Street and the South side of New Payne Road and being shown as Lot numbers Thirteen (13), Fourteen (14) and Forty-Two (42) on plat of the Florence Amos Estate, made by Terry T. Dill, surveyor, dated 6-20-72, recorded in Plat Book 72 at Page 376, R.M.C. Office for Spartanburg County, and having the following courses and distances, to-wit:

(continued on attached page)

Together with all and singular rights, members, herditaments, and appurtecences to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or he had thereform, 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, he considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgegee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is tawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumbes 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 Mortgagor forever, from and against the Mortgagor and all persons whomspever fawfully claiming the same or any part thereof.

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