MORTGAGE OF REAL ESTATE

CO. S. C. MORTGAGE OF REAL ESTATE

THE PRESENTS MAY CO STATE OF SOUTH CAROLINA LEE B 3 11 PH P COUNTY OF GREENVILLE PONNIE L WHOM THESE PRESENTS MAY CONCERN:

Fred B. Charlotte, Jr., and Harriett B. Charlotte WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Associates Financial Services Company of South Carolina, Inc.,

thereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated Lerein by reference, in the sum of Eighteen Thousand Six Hundred and no/100-----Dollars (\$18,600.00) due and payable

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ACCORDING TO TERMS SET OUT IN SAID NOTE.

(amount advanced being \$11,224.20)

this date at the rate of 22.0% APR per centum per annum, to be paid: monthly with interest thereon from

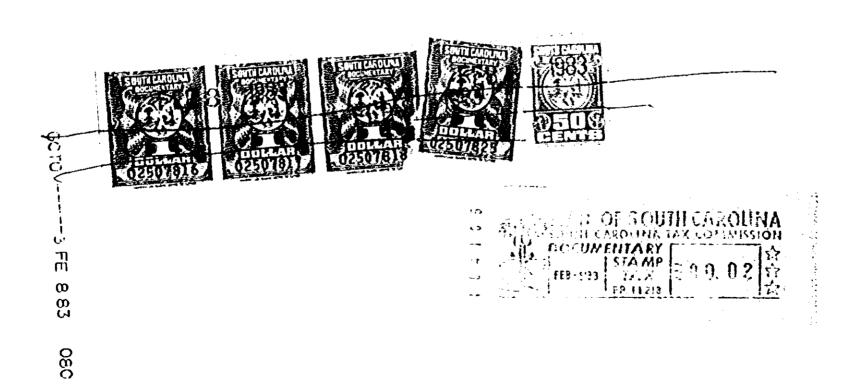
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, on the northeastern side of Heathwood Drive, near the Town of Taylors, being shown as Lots 62 and 63 on plat of Heathwood as recorded in the RMC Office for Greenville County in Plat Book KK at Page 35 and having, according to said plat, such metes and bounds as are more fully shown thereon.

This being the same property conveyed to mortgagors herein by deed of Thomas M. Barton and Rebecca D. Barton dated March 13, 1979, recorded on March 14, 1979, in Book 1098 at Page 443.

This mortgage being junior to that certain mortgage given to Family Federal Savings and Loan Association dated March 13, 1979, recorded on March 14, 1979, in Book 1459 at Page 763 in the amount of \$48,500.00.



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.

O 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 heireinabove 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.

GREENVILLE OFFICE SUPPLY CO. INC.

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THE PERSONAL PROPERTY.