

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE S.C.  
APR 11 10 30 AM '83  
DONNIE S. HENSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

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WHEREAS, Stefan Kurt Sigmund and Kathleen M. Sigmund

(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 Three Thousand One Hundred Fifty-three and 60/100----- Dollars (\$ 3,153.60 ) due and payable

ACCORDING TO TERMS SET OUT IN SAID NOTE.

(Amount advanced being \$2,327.60)

with interest thereon from this date at the rate of 25% APR per centum per annum, to be paid: monthly

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 Mortgagee in hand well and truly paid by the Mortgagor 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 southern side of Wales Avenue and the eastern side of Kenmore Drive, containing 2.713 acres, more or less, being shown as PROPERTY OF STEFAN KURT SIGMUND and KATHLEEN M. SIGMUND on a plat made by James R. Freeland, RLS, dated July 18, 1979, recorded in the RMC Office for Greenville County in Plat Book 7-I at Page 45 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 Marian E. Hodson and Kenneth Lee Hodson dated July 18, 1979, recorded on July 19, 1979, in Book 1107 at Page 62.

This mortgage being junior to that certain mortgage given to Charter Mortgage Company dated July 18, 1979, recorded on July 19, 1979, in Book 1474 at Page 73 in the amount of \$26,950.00.

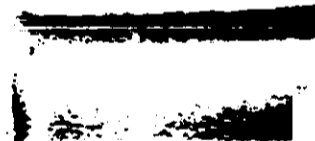


Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, 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.

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

The Mortgagee covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully and lawfully 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 Mortgagee 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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