

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

DONNIE S. YANKERSLEY
R.M.C.
FILED
MAR 22 1979
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Amount Financed: 13,342.15

VOL 1400 PAGE 513

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

WHEREAS,

John B Girardeau, II and his wife Sarah R. Girardeau

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

FinanceAmerica Mortgage Services, 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

Twenty-two Thousand Two Hundred and Sixty Dollars** Dollars (\$ 22,260.00) due and payable in eighty-four consecutive monthly installments at 265.00 a month with the first payment due and payable on April 23, 1979 and the 23rd of each month thereafter;

with interest thereon from 03/23/79 at the rate of 16% per centum per annum, to be paid:

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, the Mortgagee's heirs, 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

All that piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, near the Town of Simpsonville, shown as Lot No. 5 on a plat entitled "Survey for Sam Townes Holland" which plat is recorded in R.M.C. Office for Greenville County in Plat Book MM, Page 192, and having, according to said Plat, the following metes and bounds:

BEGINNING at an iron pin near the center of a county road, at the joint front corner of lots 4 and 5 and running thence with joint line of said lots, S. 45-17 W., 184 ft. to an iron pin, thence along the line of Lot 3, S. 39-48 E., 219 ft. to an iron pin at the joint rear corner of lots 5 and 6 thence with the joint line of said lots, N. 45-17 E., 184 ft to a point near the center of said County Road; thence along the center of said County Road, N. 39-48 W., 218 ft. to an iron pin at the point of beginning.

This is identical to the property that grantor John B. Girardeau, II and his wife Sarah R. Girardeau received from R.C. Ayers, Jr. by deed dated 05/14/71 Volume 915 page 225 and recorded 05/17/71 in same said clerk office.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DOCUMENTARY
STAMP
05.36
MAY 17 1979

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 is 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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