

P. C. Byers 6626
Greenville SC 29606

AMOUNT FINANCED \$5316.33

VI 1403 PAGE 203

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
JUN 10 13 AM '79

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

DONNIE S. TANKERSLEY
Betty Byers

WHEREAS,

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

FinanceAmerica Mortgage Service Incorporated

(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

Eight Thousand One Hundred Dollars and 00/100 Dollars (\$ 8100.00) due and payable
in sixty (60) monthly installments each installment being 135.00
commencing July 7, 1979 and on the 7th of each month thereafter.

with interest thereon from 06/07/79 at the rate of 18.00% 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 certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, in the City of Greenville, on the southern side of E. North Street Extension (formerly known as Spartanburg Road) and being a portion of Lot No. 14, according to a plat prepared by O.H. Jones, Architect and Engineer, September 17, 1913 and copied by W.D. Neves, April 19, 1920 and recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book "E" at pages 251-252; reference to said plat is craved for metes and bounds.

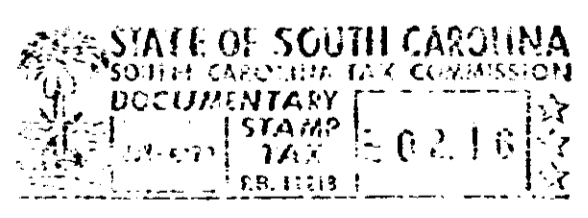
This is the same property conveyed to me by deed recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1002 at page 891.

This conveyance is made subject to all easements, restrictions and/or rights of way of record, if any.

The grantee herein, by acceptance of this deed, specifically assumes and agrees to pay the indebtedness due under the terms of a mortgage given by the grantor to C. Douglas Wilson Company and recorded in Mortgage Book 1316, page 309, records of Greenville County, and also hereby assumes the obligation of the grantor under the terms of the instrument creating the loan for which the mortgage was given.

This property is identical to the property that grantor James W. Byers deeded to Betty Jo Byers by deed dated 6/18/76 Volume 1038 page 215 and recorded 6/18/76 in same said R.M.C. Office.

REC-1 JUN 16 1979 1108



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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