

MORTGAGE OF REAL ESTATE

BOOK 1484 PAGE 41

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

}

RECORDED
1979
MAY 13 11 33 AM '79
R.S. L. RUSLEY

MORTGAGE OF REAL ESTATE
ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, GLORIA JEAN COGDILL

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

FINANCEAMERICA CORPORATION

(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 and Five-Hundred Dollars (\$ 22500.00) due and payable

Due in payable in sixty equal payments of 375.00 dollars

with interest thereon from 10/17/79 at the rate of 16.0 per centum per annum, to be paid:

60 equal payments of \$375.00

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 Greenville, State of South Carolina

On the Westerly side of New Haven Drive being shown and designated as Lot No. 93, plat of section 2, Merrifield Park, recorded in the R.M.C. Office for Greenville county, S.C., in Plat Book "WWW" at pages 50 and 51 and having according to said plat, the following metes and bounds, to-wit.

BEGINNING at an iron pin on the westerly side of New Haven Drive at joint front corner of Lots Nos. 93 and 94, and running thence along the common line of said Lots, N. 43-41 E. 164-65 feet to an iron pin; thence N. 45-34 E. 44.2 feet to an iron pin; thence N. 49-33 E. 79.4 feet to an iron pin at joint rear corner of Lots Nos. 92 and 93; thence along line of Lots Nos. 92 and 93 S. 40-27 E. 165 feet to an iron pin on New Haven Drive; thence along New Haven Drive, S. 49-33 E. 79.4 Feet to an iron pin; thence continuing along the westerly side of New Haven Drive, S. 45-32 W. 35.6 feet to an iron pin, the point of BEGINNING.

The within conveyance is subject to restriction, utility easements, rights of way, zoning regulations, and other matters as may appear of record, on the recorded plats, or on the premises.

This being the same property conveyed to the Grantor herein by Deed of Gary J. Hatcher and Marlene F. Hatcher recorded in Deed Book 1033 at page 447 and dated March 19, 1976. The Grantee accepts this property subject to and agrees and assumes to pay that certain mortgage to First Federal Savings and Loan Association, dated 15 December 1971, in the original amount of \$32,400.00 recorded in the R.M.C. Office for Greenville County, S.C. in Mortgage Book 1216, At Page 561, upon which there is a present balance of \$31,189.97.

This being the same property conveyed to the Grantor herein by Deed of John Alex Cogdill recorded in Deed book 1040 Page 74 Dated 7/21/76. And filed 7/23/76.

STATE OF SOUTH CAROLINA
RECORDS AND CLERK
GREENVILLE COUNTY
MAY 13 1979
1040

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.

0041

4328 RV-2