

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF

GREENVILLE CO. S. C.
JAN 14 8 46 AM '80
DONALD TANKERSLEY
R.M.C.

BOOK 1493 PAGE 95

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

WHEREAS, Ronald B. Cordell and Sandra Tanksley

(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

Three Thousand and Six Hundred Dollars 0 Cents Dollars (\$ 3600.00) due and payable
in 24 equal monthly installments of 150.00 dollars beginning
with the first payment on February 14, 1980

with interest thereon from 1/14/80 at the rate of 18.00% per centum per annum, to be paid:
in 24 equal monthly installments with the first due 2/14/80

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 in the State of South Carolina, County of Greenville, being known and designated as Lot No. 49 on a Plat of Biltmore recorded in the RMC Office for Greenville County in Plat Book EE at Page 174 and having, according to said plat, the following metes and bounds to wit:

BEGINNING at an iron pin on the southerly side of Two Notch Road at a point 344.9 feet West of the Southwesterly corner of the intersection of said road with Bear Brass Drive, said pin being the joint front corner of Lots 49 and 50 and running thence along the southerly side of Two Notch Road with the curvature thereof, S. 64-35 W., 64.2 feet to an iron pin; thence continuing with the southerly side of said Road, S. 68-23 W., 26 feet to an iron pin joint front corner of Lots 48 and 49; thence with the joint line of said Lots, S. 9-27 E., 149.2 feet to an iron pin; thence N. 89-17 E., 95 feet to an iron pin joint rear corner of Lots 49 and 50; thence with the joint line of said lots N. 11-10 W., 186.4 feet to the point of beginning.

This conveyance is subject to restriction and covenants being recorded in the RMC Office for Greenville County in Deed Book 514 at Page 379 as well as any other restrictions, rights of way, or easements that appear of record on the plat referred to above or as shown on the premises.

This is the same property conveyed to the grantor by Deed of E.B. Willis, JR. recorded June 18, 1959 in Deed Book 627 at Page 438 in the RMC Office For Greenville County.

This being the same property conveyed to the grantor herein by Deed of William J Durham Jr. recorded in Deed Book 1066 Page 9 Dated 9/30/77 and filed 10/03/77.

UNRECORDED

RECORDED IN DEED BOOK 1493 PAGE 95
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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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