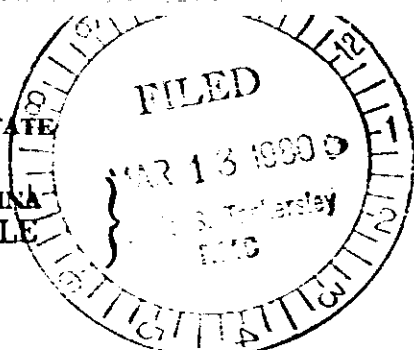


MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



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

WHEREAS, JOHN L BALLENTINE AND ELIZA BALLENTINE

(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 EIGHT THOUSAND TWO HUNDRED AND

TWENTY DOLLARS AND NO CENTS

Dollars (\$ 3220.00) due and payable

IN 60 EQUAL INSTALLMENTS OF 137.00 EACH WITH THE FIRST DUE ON 4-14-80.

with interest thereon from 3-14-80 at the rate of 18.00 per centum per annum, to be paid:

IN SIXTY EQUAL INSTALLMENTS WITH EACH BEING 137.00 WITH FIRST DUE ON 4-14-80.

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 Greenville, on the South side of Palamon Street

and being known and designated as Lot No. 9 as shown on a plat entitled "Canterbury Subdivision, Section II", prepared by Heaner Engineering Co., Inc. Dated July 17, 1972, and subsequently revised through March 31, 1976,

which plat is recorded in The RMC Office in plat Book 5P at page 31, and having, according to said plat, the following metes and bounds:

Beginning at an iron pin on the South side of Palamon Street at the joint corner of Lots 8 and 9 and runs thence along the line of Lot No. 8 S. 10-56-48 W. 140.57 feet to an iron pin; thence S. 71-32-40 E. 72 feet to an iron pin; thence along the line of Lot No. 10 N. 21-57-05 E. 143.11 feet to an iron pin on the south side of Palamon Street; thence with the curve of said Street (the scord being N. 73-33-04 W. 99.16 feet) to the point of beginning.

This being a portion of the same property conveyed to the granting corporation by deed of Vance B. Drawdy, as Trustee under Trust Agreement dated December 28, 1967, made between F. L. Donkle, Jr., et.al. and Vance B. Drawdy as Trustee which deed is dated March 17, 1972, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 938 at Page 596.

This conveyance is subject to all restrictions, zoning ordinances, easements and rights-of-way, of record, affecting the above described property.

This is the same property conveyed to the grantor herein by Deed of The Fortis Corporation recorded in the RMC office for Greenville County on August 8, 1977.

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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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