

Amount Finance US\$310.64

14.00 recording fee
4 2 1/2 doc stamps
6.10 commission
6.10

BOOK 1521 PAGE 407

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

GREENVILLE S.C.
OCT 21 9 32 AM '80

WHEREAS, Frankie K. Jenkins

(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 hereto, the terms of which are incorporated herein by reference, in the sum of
Five Thousand Three Hundred Ten dollars and Sixty-four Cents

Dollars (\$ 5310.64) due and payable

in 48 equal monthly installments of One Hundred Fifty-Six dollars each the first payment due November 6, 1980 and the rest due on the 6th day of each of the following months.

with interest thereon from 10-06-80 at the rate of 18.00% per centum per annum, to be paid: in 48 equal installments of \$156.00 each the first due 11-6-80 and the rest due on the 6th of the following months

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 situate, lying and being in the City of Greenville, State of South Carolina, County of Greenville and being shown and designated as Lot #8, Carver Park Subdivision, plat of Carver Park Subdivision prepared by Piedmont Engineers, dated February, 1953, recorded in the RMC Office for Greenville County in Plat Book DD, at Page 71, and being more particularly described as Follows:

BEGINNING at an iron pin on Tuskegee Avenue, front joint corner of Lots #7 and #8 and running thence along the line of Lot #7 N. 41-00 E. 112 feet to the joint rear corner of Lots #7 and #8; thence S. 36-54 E. 83 feet to an iron pin joint rear corner of Lots #8 and #9; thence S. 52-53 W. 105.4 feet to an iron pin on Tuskegee Avenue; thence along said Tuskegee Avenue N. 40-03 E. 60 feet to the point of beginning.

This is the same property that was conveyed to the Grantors herein by deed of John G. Griggs dated November 28, 1973 and recorded in the R.M.C. Office for Greenville County, SC in Deed Book 989 at Page 198 on Nov. 29, 1973.

Grantee herein hereby assumes and covenants to perform all the terms and conditions of the obligations set forth in that certain promissory note executed by James W. Kennedy and Almata R. Kennedy and delivered to Cameron Brown Company in the amount of Fifteen Thousand Eight Hundred and Fifty (\$15,850.00) Dollars dated January 1, 1974, and that certain Mortgage securing said promissory note of even date therewith, which Mortgage is recorded in Book 1299, Page 777, in the RMC Office for Greenville County, SC, including, but not limited to, the obligation to repay the debt, an having a present balance due of \$14,997.86.

THIS conveyance is subject to all restrictions, set back lines, roadways, easements and rights-of-way, if any, appearing of record, on the premises or on the recorded plat which affect the property hereinabove described.

THIS is the same property conveyed to by Grantor James W. Kennedy and Almata R. Kennedy to Grantee Frankee Kennedy Jenkins by Deed dated June 11, 1979 Recorded in Deed Book 1104 Page 619 on June 12, 1979 in the RMC Office of Greenville County, State of South Carolina.

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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