

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville }

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

WHEREAS, Luther W. Fowler

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

Ten Thousand Two Hundred Twenty-Four Dollars Dollars (\$ 10,224,00) due and payable
and 00 Cents
in 72 equal installments the first due December 21, 1980, and each of
the following due on the 21st day of the following months.

with interest thereon from 11-21-80 at the rate of 18.00 per centum per annum, to be paid: in
72 monthly installments of 142.00 per month each of the following payments
are due on the 21st day 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 Greenville, aforesaid in Austin Township about two miles Southeast from Mauldin, S. C. on the Northern side of U.S. Highway 276 and being pary of Tract N.. 1 as shown on Plat of property of the W.T. Fowler Estate. Said plat made by W. J. Riddle, Surveyor on August 5, 1939, and being particularly described in accordance with said plat to-wit:

BEGINNING at a point in the center of said highway joint corner of Wallis Balcombe property and running thence with the Balcombe line N. 20-30 E. 25.5 feet to an iron pin on the Northern side of said highway; thence continuing N. 20-30 E. 170 feet to an iron pin; thence S. 62-50 E. 69 feet to an iron pin; thence S. 20-30 W. 170 feet to a point on the saide of said highway; thence continuing S. 20-30 W. 25.5 feet to the center of said highway; thence cith the center of said highway No. 62-50 W. 69 feet to the beinning corner.

THIS is the same property conveyed to the Mortgagor's by deed recorded in the RMC Office of Greenville County, Deed Book Deed Book 540, Page 229.

This is the same property conveyed to the Grantor Luther W. and Vera Lee J. Fowler by Grantee James C. and Vera Lee J. Fowler by Deed Dated 12-5-55 Recorded in Deed Book 540 Page 229 on 12-6-55.

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.

COPIES 11-17-80

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DOCUMENTARY
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