

MORTGAGE OF REAL ESTATE

S. C.

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STATE OF SOUTH CAROLINA }
COUNTY OF Greenville }

20 PM '80

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WERSLEY

WHEREAS, JAMES D. CLARDY

(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-one Thousand Eight Hundred Fourty Dollars Dollars (\$21,840.00) due and payable in 120 equal insatlments of \$182.00 per month the first payment is due January 24, 1981, and each of the following payments are due on the 24th day of the following months.

with interest thereon from 12-24-80 at the rate of 18.00 per centum per annum, to be paid: in 120 equal installments of \$182.00 per month the first payment due 1-24-81 and each of the following due on the 24th 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, being and being in the State of South Carolina, County of Greenville, on Badger Street, being shown and designated as Lot No. 59, Section 6, Dunean Mills, on plat recorded in the RMC Office for Greenville County, S.C., in Plat Book "S", at Pages 173-177.

THIS being the same property conveyed to the grantors herein by deed of Cecil D. Buchanan as recorded in Deed Book 1095 at Page 496, in the RMC Office for Greenville County, S.C., on January 17, 1979.

THE with in conveyance is subject to any restrictions, utility easements, rights of way, zoning regulations, and other matters as may appear of record, on the recorded plat, or on the premises.

THIS is the identical property conveyed to grantor in Deed Book 1136 page 183 dated 10/24/80 and recorded 10/27/80.

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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 it 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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