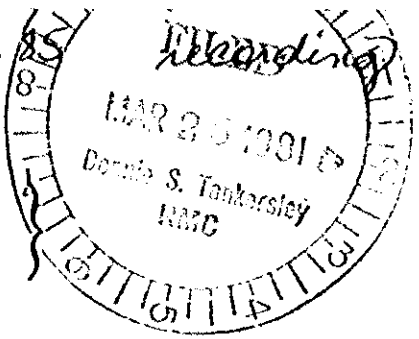


amt. fin. #6532.



Recording fee \$4.00 doc stamps \$2.64

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

BOOK 1536 PAGE 116

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

WHEREAS, Brian P. Diller and Syble O. Diller

(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 Ten Thousand Seven Hundred Twenty-eight Dollars

and NO/100-----Dollars (\$ 10,728.00 ) due and payable in Seventy-two (72) equal installments of One Hundred Fourty-nine Dollars and No/100 (\$149.00) per month the first payment is due April 30, 1981, and each of the remaining payments are due on the 30th day of the remaining months.

with interest thereon from 3-30-81 at the rate of 18.00 per centum per annum, to be paid: in 72 equal installments of \$149.00 per month the first payments is due 4-30-81 and the remaining payments are due on the 30th day of the remaining 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

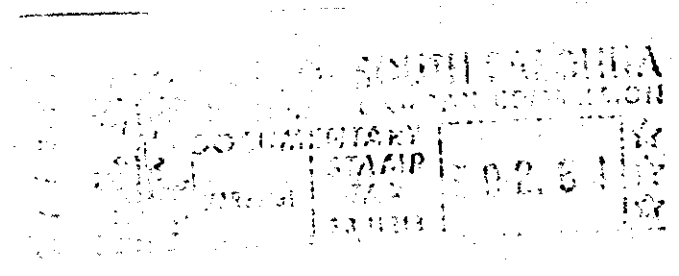
ALL that certain piece, parcel or lot of land located, lying and being in the State of South Carolina, County of Greenville and being known and designated as Lot No. 57, Section, as shown on plat entitled "Section No. 1, Subdivision of Village Houses, F. W. Poe Manufacturing Company" dated July, 1959, prepared by Dalton & Neves, recorded in the Greenville County R.M.C. Office in Plat Book Y at Pages 26 through 31, inclusive, and according to said plat, the within described lot is also known as Lot 32, Second Avenue and fronts thereon 65 feet, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corner of Lots 58 and 57 on Second Avenue, Poe Mill, and running thence S. 41-14 E., 65 feet to an iron pin at the joint front corner of Lots 57 and 56; thence S. 49-58W., 100.3 feet to an iron pin at the joint rear corner of Lots 57 and 56; thence N. 40-58W., 65 feet to an iron pin at the joint rear corner of Lots 57 and 47; thence N. 49-26E., 100 feet to an iron pin, the point and place of beginning,

THIS conveyance is made subject to all easements, conditions, covenants, restrictions and rights of way which are a matter of record and/or actually existing on the ground affecting the above described property.

This is identical property to which the Grantee, Brian P. Diller and Syble O. Diller received from B.E. Huff and Beattie G. Huff by deed dated 11-1-78 and recorded in Volume 1091 page 478 on 11-8-78 in the Greenville County R.M.C. office.

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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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