

amt. for 25,862.28 doc. stamp 10.36 recording 4.00
MORTGAGE OF REAL ESTATE FILED GREENVILLE CO. S. C. BOOK 1537 PAGE 633

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

APR 6 2 52 PM '81 MORTGAGE OF REAL ESTATE
DONNIE S. TANKERSLEY R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DONALD L. BAYNE AND LILLIE AVNELL WOOTEN BAYNE

(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

Fifty five thousand nine hundred twenty and 00/100 Dollars (\$ 55,920.00) due and payable in 120 equal monthly installments of \$466.00 with the first payment due May 13th, 1981.

with interest thereon from 4-13-81 at the rate of 18.00 per centum per annum, to be paid:

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 tract of land situate, lying and being in Chick Springs Township, Greenville County, South Carolina, at the northwestern corner of the intersection of State Park Road and Rainey Road, containing 1.82 acres, more or less, and having the following metes and bounds according to a plat thereof entitled "Plat of Property of Genviee Barbara McCauley" prepared by Terry T. Dill, registered land surveyor, dated June 6, 1978, recorded in the R.M.C. Office for Greenville County in Plat Book 6R at page 1:

BEGINNING at an iron pin in the center of Rainey Road on the northern side of the right of way of State Park Road, and running thence with the northern side of the right of way of State Park Road, N. 73-30 W., 235 feet to a point; thence, leaving State PARK Road and running N. 16-53E., 293 feet to an iron pin; thence, S. 62-00 E., 130 feet to an iron pin; thence, S. 81-00, 187 feet to a point in the center line of Rainey Road; thence with the center line of Rainey Road, S. 15-00 W., 67 feet to a point; thence continuing with the center line of Rainey Road, S. 28-10 W., 80 feet to a point; thence continuing with the center line of Rainey Road, S. 40-36 W., 160 feet to the point of beginning.

FOR derivation of title see records of the estate of Henry C. McCauley, deceased, in the Greenville County Probate Court in Apartment 1117 at File 3.

THIS conveyance is subject to all restrictions, zoning ordinances, setback lines, roads or passageways, easements and rights of way, if any, affecting the above described property.

Grantees agrees to pay 1978 property taxes.
Grantees mailing address is Route 5, State Park Road, Greenville, SC 29609.

This is the identical property that the Grantees recieved from Genviee McCauley and Timmie Rex McCauley. in Deed Book 1081, Page 678, recorded 6/21/78 + dated 6/21/78.

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GREENVILLE COUNTY S.C.

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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