

Amr Fin. 10236-24

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BOOK 1537 PAGE 635

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

REC'D  
MAY 2 14 PM '81  
SOUTH CAROLINA  
RECORDERS

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:  
Mortgagors Title was obtained by Deed  
From FRED W. HALEY and  
Recorded on 6-23, 1977.  
See Deed Book # 1059, Page 405  
of GREENVILLE County.

WHEREAS, JOHNNY DIOARTE AND JANET DIOARTE

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

FIRST FINANCIAL SERVICES INC D/B/A FAIRLANE FINANCE COMPANY

(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 THOUSAND SEVEN HUNDRED THIRTY SIX DOLLARS AND NO CENTS Dollars (\$ 20736.00 ) due and payable  
WHEREAS THE FIRST PAYMENT IN THE AMOUNT OF ONE HUNDRED NINETY TWO DOLLARS AND NO CENTS  
/192.00/ WILL BE DUE ON 5/13/81 AND EACH ADDITIONAL PAYMENT IN THE AMOUNT OF ONE  
HUNDRED NINETY TWO DOLLARS AND NO CENTS /192.00/ WILL BE DUE ON THE 13TH OF EACH  
MONTH UNTIL PAID IN FULL.

with interest thereon from

at the rate of

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, its 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 THOSE LOTS OF LAND, SITUATE, LYING AND BEING ON SUTTON DRIVE, GREENVILLE COUNTY, SOUTH CAROLINA, BEING SHOWN AS LOTS 53, 54 AND 55, BLOCK D MAYFAIR ESTATES, IN A PLAT THEREOF RECORDED IN THE REC OFFICE FOR GREENVILLE COUNTY IN PLAT BOOK S, AT PAGES 72 AND 73 REFERENCE IS MADE TO SAID PLAT FOR A COMPLETE DESCRIPTION.

THIS CONVEYANCE IS SUBJECT TO ALL RESTRICTIONS, SET BACK LINES, ROADWAYS, ZONING ORDINANCES, EASEMENTS AND RIGHTS OF WAY, IF ANY AFFECTING THE ABOVE PROPERTY

THIS IS THE SAME PROPERTY CONVEYED TO THE GRANTOR HEREIN BY DEED OF JAMES D SHELTON, RECORDED MAY 24, 1977 IN DEED BOOK 1057, AT PAGES 145.

AS A PART OF THE CONSIDERATION HEREIN THE GRANTEE ASSUME AND AGREE TO PAY THAT CERTAIN MORTGAGE IN FAVOR OF COLLATERAL INVESTMENT COMPANY IN THE ORIGINAL AMOUNT OF \$26,500.00 RECORDED SEPTEMBER 3, 1974 IN MORTGAGE BOOK 1321 AT PAGE 482, AND HAVING A PRESENT BALANCE DUE THEREON OF \$25,981.94

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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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