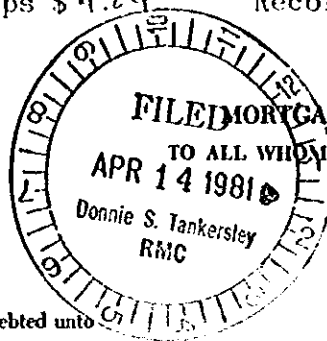


MORTGAGE OF REAL ESTATE

BOOK 1538 PAGE 264

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville }



WHEREAS, Paul S. Rossi, Jr.

(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 Seven Hundred Twenty Dollars

and NO/100-----Dollars (\$21,720.00) due and payable in One hundred Twenty (120) equal installments of One Hundred Eighty-one Dollars NO/100 (\$181.00). The first payment is due May 15, 1981 and the remaining payments are due on the 15th day of the remaining months

with interest thereon from 4-15-81 at the rate of 18.00 per centum per annum, to be paid: in 120 equal installments of \$181.00 per month the first payment is due 5-15-81 and the remaining payments are due on the 15th 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 tract of land situate, lying and being on the northern side of Hawks Nest Road in the County of Greenville, State of South Carolina near Travelers Rest and being shown and designated as Tract #3 containing 5.24 acres gross on a plat of property of Walker Properties dated June, 1978, and according to said plat has the following metes and bounds, to-wit:

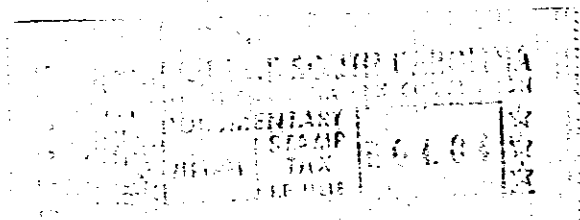
BEGINNING at an iron pin in the center of a cul-de-sac at the joint front corner of Tracts Nos. 3 and 4 and running thence with the joint line of said tracts, N. 33-45 W., 512.3 feet to an iron pin; thence N. 49-12 E., 202.7 feet to an old iron pin; thence N. 57-45 E., 133.9 feet; thence N. 84-58 E., 94.6 feet to an iron pin; thence S. 70.05 E., 15.4 feet to an iron pin; thence S. 33-13 E., 230.6 feet to an old iron pin at the joint rear corner of this tract and Tract # 2; running thence with the jointline of said tracts S. 42-38 W., 528.7 feet to an iron pin, the point and place of beginning.

THIS is a protion of the property conveyed to the Grantor herein by deed of T. Walter Brasheer recorded in the Greenville County RMC Office in Deed Book 1075 at Page 311 on March 15, 1978.

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

THIS is the same property conveyed to the Grantee, Paul S. Rossi, Jr., by the GRantor, Walker Properties, by deed dated 3-31-81, and Recorded 4-2-81, in Volume 114J, at Page 563, in the RMC Office for Greenville County, South Carolina.

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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 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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