

FILED
MORTGAGE OF REAL ESTATE
APR 27 1 29 PM '81

BOOK 1539 PAGE 268

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville } R.M.C.

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

WHEREAS, Leland C. and Harriett Faye Burdette

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

FinanceAmerica Corp.

(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-eight thousand and two hundred dollars and NO/100-----Dollars (\$ 28200.00) due and payable in 120 equal installments of \$235.00 per month. The first payment is due May 29, 1981 and the remaining payments are due on the 29th day of remaining month=

with interest thereon from 4-29-81 at the rate of 18.00% per centum per annum, to be paid: in 120 equal installments of 235.00 pwe month the first payment is due 5-29-81 and the remaining payments are due on the 29th 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 piece, parcel or lot of land, together with all buildings and improvements thereon, situate, lying and being on the northeastern side of Valeview Circle, in Greenville County, South Carolina, being shown and designated as Lot No.7 on a plat of Marietta Heights, made by Terry T. Dill, Surveyor, dated August 1959, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book TT, page 43, reference to which is hereby craved for the metes and bounds thereof.

The above property of the same conveyed to the grantors herein by deed of Nancy A. Young, recorded November 17, 1975, in Deed Book 1027, page 490, and is hereby conveyed subject to rights of way, easements, conditions, roadways and restrictive covenants reserved on plats and other instruments of public record and actually existing on the ground affecting said property.

This is the same property conveyed to the Grantee, Leland C. and Harriett Faye Burdette, by the Granoor, James Carols and Deborah C. Burdette, by deed dated April 24, 1981, and Recorded April 27, 1981, in Vol. 1146, at Page 956, 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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