

And. Fin. # 25,085.30 \$4.00 Recording 1976.01 Dec
MORTGAGE OF REAL ESTATE GREENVILLE S.C. 1543 PAGE 37

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:
DAVIDSON ENTERPRISES INC.

WHEREAS, MARSHALL LESTER SMITH

(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 Fifty-four Thousand Two Hundred Forty Dollars

and NO/100 ----- Dollars (\$ 54,240.00) due and payable
120 equal monthly installments of \$452.00. The first payment is due 7-1-81
and the remaining payments are due on the 1st day of the remaining months.

with interest thereon from 6-1-81 at the rate of 18.00 per centum per annum, to be paid: in
120 equal installment of \$452.00 per month

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 lot of land situate on the southern side of Drury Lane and on the eastern side of Bon Air Street in the County of Greenville, State of South Carolina, being shown as Lot No. 32 on a plat of Glendale Subdivision dated May 1953, prepared by C. O. Riddle, recorded in Plat Book QQ at Page 76-77, in RMC Office, Greenville Co., & having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the southern side of Drury Lane at the joint front corner of Lot 32 and Lot 33, and running thence with Lot 33 S. 11-16 W. 193.4 feet to an iron pin at the joint rear corner of Lot 32 and Lot 33; thence with Lot 30 and Lot 31 N. 78-44 W. 125.1 feet to an iron pin on the eastern side of Bon Air Street; thence with said street N. 25-21 E. 103.1 feet to an iron pin; thence still with said street N. 11-16 E. 68.4 feet to an iron pin; thence with the curvature of the southeastern corner of the intersection of Bon Air Street and Drury Lane, the chord being N. 56-16 E. 35.3 feet to an iron pin on the southern side of Drury Lane; thence with Drury Lane S. 78-44 E. 75 feet to point of beginning

THIS is the same property conveyed to the Grantor by deed recorded in Deed Book 1020 at Page 367 in the R.M.C. Office for Greenville County.

AS a part of the consideration, the grantees assume and agree to pay the balance due on a mortgage to First Federal Savings & Loan Assn. recorded in Mortgage Book 1355 at Page 405 in the R.M.C. Office for Greenville County, the present balance being \$15,480.20.

THE above-described property is conveyed subject to all restrictions, easements, rights-of-way and zoning ordinances, existing or of record which affect the title to the above-described property.

GRANTEES are to pay 1976 city and county property taxes.

THIS is the same property conveyed to the Grantee, Marshall Lester Smith and Hattie Alma Smith, by the Grantor, Davidson Enterprises Inc., in deed Book 1035, at Page 191, dated 4-22-76, and recorded 4-23-76, in the R.M.C. Office for Greenville County.

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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