

FILED
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SEP 21 3 26 PM '81
DGNNE S. JAMES R.M.C.

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

ALL WHOM THESE PRESENTS MAY CONCERN:
Mortgagors Title was obtained by Deed
From Marvin E Cannon and
Recorded on May 20, 19 81
See Deed Book # 1148, Page 377
of Greenville County.

WHEREAS, James Eugene Wiggins III & Elizabeth K Wiggins

(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

Fourty Eight Thousand Sixty Dollars and No Cents
Whereas the first payment in the amount of 445.00 Four Dollars (\$48,060.00) due and payable
Hundred Forty Five Dollars and No Cents Will be due on November 1, 1981 and each
additional payment in the amount of 445.00 Four Hundred Forty Five Dollars and No
Cents will be due on the 1st of each month until paid in full.

with interest thereon from JEW at the rate of JEW per centum per annum, to be paid: EKX

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

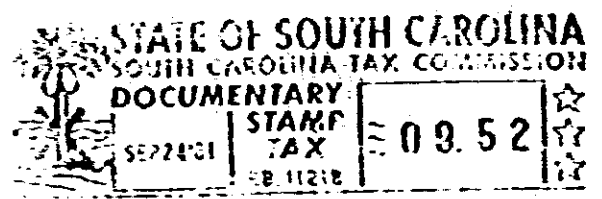
ALL that piece, parcel or lot of land, with buildings and improvements thereon, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as lot No. 22 on Plat of Augusta Heights, plat of which is recorded in Plat Book K, at Page 88, and having, according to said plat, the following netes and bounds, to wit:

Beginning at the iron pin on the southerly side of Waverly Court, joint front corner of Lots 21 and 22, and running thence S. 26-38 E. 168 feet to an iron pin; thence N. 62-20 E. 60 feet to an iron pin; thence N. 26-38 W. 168 feet to an iron pin on Waverly Court, joint front corner of Lots 22 and 23; and thence along Waverly Court S. 62-20 W. 60 feet to an iron pin, the point of beginning.

This is the same property conveyed to the grantor herein by deed of Virgil Wayne Phillips and Faye C. Phillips dated August 18, 1970 and recorded in the RMC Office of Greenville County in Deed Book 897 at Page 107.

This conveyance is subject to all restrictions, setback lines, roadways, easements and rights of way, if any, appearing of record, on the premises or on the recorded plat, which affect the property hereinabove described.

Grantee herein assumes and covenants to perform all the terms and conditions of the obligations set forth in the certain promissory note executed by Eddie B. and Joann T. Brown and delivered to Cameron Brown in the amount of \$10,650.00 dated May 13, 1963 and that certain deed of trust, securing said promissory note of even date therewith, upon the property conveyed in the deed, which deed of trust is recorded in Book 922 at Page 293, in the Greenville County Register of Deeds Office, including, but not limited to, the obligation to repay the debt with a balance of \$6,307.15.



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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