

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

REC'D S.C.
NOV 26 PM '81
HARRISLEY

1557-204

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Eugene Smith and Sarah L. Smith

(hereinafter referred to as Mortgagor) is well and truly indebted unto
FINANCIAAMERICA 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 three thousand three hundred dollars and no cents

Dollars (\$ 3,300.00) due and payable

In 60 equal installments at \$155.00 per month with the first payment due on 12/12/81 and all other payments due on the 12th of each remaining months.

with interest thereon from 11/12/81 at the rate of 12 per centum per annum, to be paid in Sixty equal installments at one hundred fifty five dollars and no cents with the last and final payment due on 11/12/86

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 those pieces, parcels or lots of land, situate, lying and being in Greenville County, State of South Carolina, on the southeastern side of Pine Street, and being known and designated as Lots Nos. 15 and 16 on Plat of BRYSON ACRES, prepared by Carolina Engineering and Surveying Co., dated May 17, 1967, recorded in the RMC Office for Greenville County in Plat Book 000, at Page 129, and having according to said Plat the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corner of Lots Nos. 12 and 15 and running thence with the common line of said Lots S. 64-52E. 300 feet to an iron pin; thence across the rear lines N. 25-08E. 460 feet to an iron pin at the joint rear corner of Lots Nos. 16 and 19; thence with the common line of said Lots N. 78-57E. 289.3 feet to an iron pin in the cul de sac of Pine Street; thence with the cul de sac, the chords of which are S. 13-14W. 32.2 feet to an iron pin and S. 53-54 W. 51.0 feet to an iron pin on the southeastern side of Pine Street; thence with Pine Street S. 25-08W. 315 feet to the point of beginning.

This conveyance is subject to restrictive covenants, easements, zoning ordinances and rights-of-way as appear on the premises or of record.

This is the same property conveyed to Grantors by deed from Wayne S. Mann and Thomas E. Brissey recorded in the RMC Office for Greenville County on 10/18/79 in Deed Book 1113, at Page 800.

STATE OF SOUTH CAROLINA
DOCUMENTARY
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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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