

Grant Deed #675228 Re: Stallings Road, Greenville, S.C. 11/16/81

BOOK 1557 PAGE 366

MORTGAGE OF REAL ESTATE

FILED

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GRANTED TO S.C.

MORTGAGE OF REAL ESTATE

NOV 16 12 12 PM '81 TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONOR: OSBURN S. WAYE
R.H.C.

WHEREAS,

Osburn S. Waye and Carolyn M. Waye

(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 Eleven thousand eight-eight dollars and no cents.

Dollars (\$ 11,088.00) due and payable

in 72 Equal installments at \$154.00 per month with first payment due on 12/16/81 and the remaining installments due on the 16th of each month.

with interest thereon from 11/16/81 at the rate of 18 per centum per annum, to be paid in Seventy-two equal installments at One hundred fifty-four dollars per month and remaining payments are due on th 16th with final pmt 11/16/87

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 lot of land situate, lying and being in the State of South Carolina, County of Greenville. Being known and designated as Lot No. 4 of a subdivision known as Pebble Creek, Phase II, as shown on plat thereof being recorded in the RMC Office for Greenville County in Plat Book 6-H, Page 87 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Stallings Road at the joint front corner of Lots 3 and 4 and running thence along the common line of said Lots N. 57-29W., 171.24 feet to an iron pin; thence along the common line of the Pebble Creek Golf Course and Lot no. 4N. 01-40E., 47.43 feet to an iron pin; thence continuing along the rear of Lot No. 4 and the joint line of Lot 7 N. 52-06E., 62.78 feet to an iron pin at the joint rear corner of Lots 4 and 5; thence along the common line of said Lots S. 59-28E., 171.27 feet to an iron pin on the western side of Stallings Road; thence along the western side of Stallings Road S. 30-32W., 100 feet to an iron pin, being the point of beginning.

This is the same property conveyed to the mortgagors by deed of Pebblepart, Ltd., a South Carolina Limited Partnership, recorded in the RMC Office for Greenville, County on June 22, 1979, in Deed Book 1105, Page 283.

This is same property conveyed to the Grantee, Osburn S. Waye and Carolyn M. Waye by the Grantor, Pebblepart, Ltd., by Deed dated 6/14/79 and recorded 6/22/79 in Volume 1105 at page 283 in the Greenville County RMC Office.

NOV 16 1981 075

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP

0369

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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.