

Amtd. Div. # 16, 999.17

MORTGAGE OF REAL ESTATE

BOOK 1559 PAGE 552

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
CO. S. C.
DEC 11 4 10 PM '81

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

WHEREAS, E. C. Kelly, Jr. and Shirley P. Kelly
R.M.C.

(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 Thirty-six Thousand Seven Hundred Fifty-six Dollars

and NO/100-----Dollars (\$ 36,756.00) due and payable in One Hundred Twenty (120) equal installments of Three Hundred Six Dollars and Thirty Cents (\$306.30) per month; the first payment is due January 9, 1982, and the remaining payments are due on the 9th day of the remaining months.

with interest thereon from 12-9-81 at the rate of 18.00 per centum per annum, to be paid: in 120 equal installments of \$306.30 per month; the first payment is due 1-9-82 and the remaining payments are due on the 9th day of the remaining months.

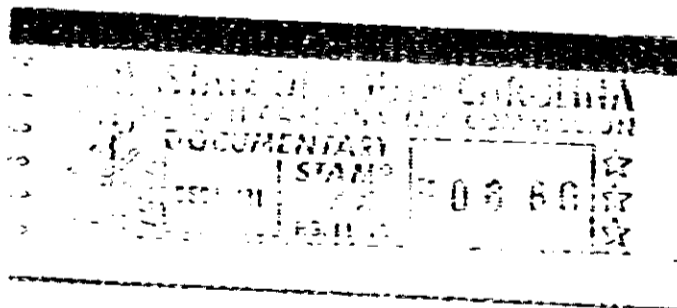
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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 tract of land in Bates Township, County of Greenville, State of South Carolina, on White Horse Road, containing two (2) acres, more or less, and being the same property described in deed from J. N. Bridges to Sallie Bridges, recorded in the Greenville County RMC Office in Deed Book 261, Page 248, on March 6, 1944.

This is the same property conveyed to the Grantee, E. C. Kelly, Jr. and Shirley P. Kelly, by the Grantor, Samuel B. Huffling, Sr. and Nellie O. Huffling, by deed dated March 19, 1981, and recorded December 11, 1981 in deed book 1159 at page 385, in the RMC Office for Greenville County, State of 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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