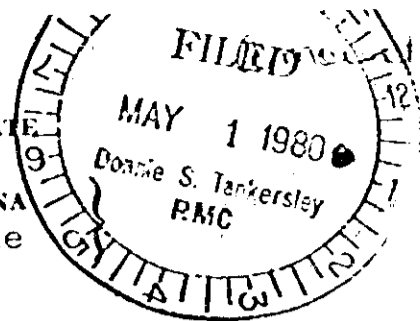


MORTGAGE OF REAL ESTATE
STATE OF SOUTH CAROLINA
COUNTY OF Greenville



3574.47

1582 161

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

WHEREAS, Paul Richard Agee and Judy B. Agee

(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

Five Thousand and Forty Dollars and no cents Dollars (\$ 5040.00) due and payable

in 48 equal monthly installments with the first monthly payment due
June 5, 1980.

with interest thereon from 5-5-80 at the rate of 18.00 per centum per annum, to be paid:

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 lot of land in the State of South Carolina County of Greenville, near the City of Greenville, on the southern side of Rogers Avenue, shown as lot 45 and western 22 feet of lot 46 on a plat of the Perry Property recorded in plat of the Perry Property recorded in Plat Book I, Page 33, in the RMC Office for Greenville County and being more particularly shown on a plat of the property of Paulus R. Agee, dated April 29, 1968, by R. K. Campbell, and according to said plat being described as follows;

BEGINNING at an iron pin on the southern side of Rogers Avenue at the front corner to lot 44 which pin is pin is 100 feet east of the intersection of said avenue with Von Hollen Drive; thence with the southern side of Rogers Avenue, N. 79-28 E. 72 feet to an iron pin in the front line of lot 46; thence through said lot, S. 10-17 E. 150 feet to an iron pin; thence S. 79-28 W. 72 feet to an iron pin at the rear corner of lot 44; thence with the line of said lot N. 10-17 W. 150 feet to the beginning corner.

THE above is the same property conveyed to us by Frank M. O'Steen, Jr. by deed dated May 10, 1968, recorded in Deed Book 844 at Page 4 in the RMC Office For Greenville County.

THIS property is conveyed subject to all restrictions, zoning, ordinances, easements of record or on the ground affecting said property.

THE Grantees assume and agree to pay the balance due on a certain note and mortgage by the Grantors to the Shenandoah Life Insurance Company in the original amount of \$11,000.00 dated May 6th, 1968 and recorded in Mortgage Book 1092 at page 145 in the RMC Office for Greenville County.

THIS is identical to the property that grantor received from Paulus R. Agee and Rosemond F. Agee by deed recorded 6/22/72 in Volume 947 in page 5.

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.