Amt. Financed \$27,542.73 800x1540 PAGE 732 FILED MORTCAGE OF REAL ESTATE STATE OF SOUTH CAROLINA MORTGAGE OF REAL ESTATE countr of Greenville Donnie S. Tankersley TO ALL WHOM THESE PRESENTS MAY CONCERN:

(hereinaster referred to as Mortgagor) is well and truly indebted unto FinanceAmerica Corporation

WHEREAS, Nancy S. Haynes

(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 Fifty-nine Thousand Six Hundred Fourty Dollars

------Dollars (\$59,640.00) due and payable in One Hundred Twenty (120) equal installments of Four Hundred and Nintyseven Dollars and NO/100 (\$497.00) per month the first payment is due June 30, 1981, and the remaining payments are due on the 30th day of the remaining months.

with interest thereon from 5-13-81at the rate of 18.00 per centum per annum, to be paid: in 120 equal installments of \$497.00 per month, the first payment is due on 6-30-81 and the remaining payments are due onthe 30th 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 certain piece, parcel or lot of land in Chick Springs Township, Greenville County, State of South Carolina, being known and designated as the greater protion of Lot No. 55 joining Lot No. 57 as shown on Plat of Pine Brook Development made by W. N. Willis, Engineer, on March 27, 1951, recorded in the R.M.C. Office for Greenville County in Plat Book "Z", at Page 148, and having, with reference to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Brewster Drive at the joint front corner of lots 55 and 57, and running thence along the common line of said lots, N. 56-29 E. 150 feet to an iron pin, joint rear corner of said lots; thencealong rear lone of lots 55 and 78, N. 33-31 W. 72 feet to a point; thence through lot 55, S. 56-29 W. 150 feet to a point on Brewster Drive; thence along Brewster Drive, S. 33-31 E. 72 feet to an iron pin. the point of the BEGINNING.

THIS conveynace is subjent to any and all existing reservations, easements, rights-of-way, zoning ordinances and restrictions or protective covenants that may appear of record or on the premises.

THIS is the same property conveyed to the Grantor by Deed of S. S. Ulmer, dated October 11, 1955, and recorded in Deed Book 536 at Page 329 in the R.M.C. Office for Greenville County.

 $_{\odot}$ THIS is the same property conveyed to the Grantee, Nancy S. Haynes, by the Granotr, Francis C. Souther, by Deed Dated 12/13/77, and Recorded 12/15/77, in Vol. 1070, at Page 242 in the R.M.C. Office for Greenville County, South Carolina.

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.