

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF

FILED
JUN 22 2 37 PM '79
DORRIS TANNERSLEY
R.M.C.

W.L. 1477 MAR 920

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

WHEREAS, James R. Sapp and Julith H. Sapp

(hereinafter referred to as Mortgagor) is well and truly indebted unto FinanceAmerica Mortgage Services, Inc.

(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

Seven Thousand Five Hundred and sixty and 00/100 Dollars (\$ 7560.00) due and payable
In sixty equal monthly payments of 126.00 with first payment due 9/27/79

with interest thereon from 8/27/79 at the rate of 16.99% 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 certain piece, parcel or lot of land situate, lying and being in Greenville County, State of South Carolina, on the eastern side of Avon Drive, being shown and designated as Lot No. 21 on a plat of Avon Park recorded in the RMC Office for Greenville County in Plat Book "KK" at page 71 and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at an iron pin on the eastern side of Avon Drive at the joint front corner of Lots 21 and 20 and running thence with the eastern side of Avon Drive, N. 05-42 E. 22.1 feet to an iron pin; thence N. 10-16 E. 21.5 feet to an iron pin at the joint corner of Lots 21 and 20; thence with the joint lines of Lots 21 and 20, S. 74-07 E. 20.4 feet to an iron pin at the joint rear corner of Lots 20 and 48; thence continuing along the joint lines of Lots 21 and 48, S. 74-07 E. 20 feet to an iron pin at the joint rear corner of Lots 21 and 48; thence along the joint rear line of Lots 21 and 48, S. 11-48 W. 78.1 feet to an iron pin at the joint rear corner of Lots 21 and 22; thence with the joint line of Lots 21 and 22, N. 24-18 W. 175 feet to the iron pin at the point of beginning. This conveyance is made subject to the restrictive and protective covenants applicable to Avon Park recorded in Deed Book 567 at page 418 in the RMC Office for Greenville County and to any other restrictions, easements or rights-of-way which are a matter of record or which an inspection of the premises would or should reveal. THE above-described property is the same acquired by the Grantor by deed from Charles O. Matlack, Jr. and Ann C. Matlack dated November 17, 1965 and recorded on November 17, 1965 in Deed Volume 726 at page 226 in the RMC Office for Greenville County, 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 it 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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