

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF

GREENVILLE CO. S. C.
JAN 29 1 31 PM '80
DORNE TANKERSLEY
R.M.C.

Amc. Fil. 11755.67

BOOK 1481 PAGE 340

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

WHEREAS, DONALD D MCGINLEY AND BERTIE MCGINLEY

(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

Twenty-Thousand and Nine Hundred and twenty Dollars (\$ 20928.00) due and payable
eight dollars and 0 cents

In 96 equal installments of 218.00 with the first due on 2/29/80.

with interest thereon from 1/31/80 at the rate of 16.00 per centum per annum, to be paid:
in 96 equal installments of 218.00 with the first due on 2/29/80

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 **Greenville**

Near Pleasant Grove Church and School, on the East side of the J. Waymon Smith Road and being all of lot No. four (4) as shown on Plat of the said J. Waymon Smith property, prepared by H.S. Brockman, Surveyor, June 21, 1948, and amended June 11th and 1944, and having the following courses and distances less one acre, as follows:

Beginning at iron pin on the east side of J. Waymon Smith Road, joint front corner of lots Nos. 4 and 5; thence N 48-47 E one hundred ninety and ninety-five one-hundredths (190.95) feet to iron pin; thence N 39-38 one hundred (100) feet to iron pin; thence S 48-47 W one Hundred ninety-one and fifty-three one hundredths (191.53) feet to iron pin on the east side of said road; Thence therewith S 40000 East one hundred (100) feet to the beginning corner, and being the same conveyed to the grantors by deed of J. Waymon Smith, July 31, 1956, and recorded in RMC Office, Vol. 558 at page 400. Grantee agree to pay taxes for 1965

This is the same property conveyed by grantor Carl Duncan and Estelle R. Duncan deed dated 01/23/65 and filed 01/26/65 in Vol. 766 at page 178.

STATE OF SOUTH CAROLINA
RECORDS AND DEEDS DIVISION
DOCUMENTARY TAX STAMP
JAN 29 1980
\$ 04.72

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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