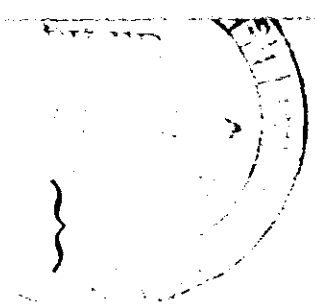


MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



BOOK 1500 PAGE 549

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

WHEREAS, ROBERT L. WHITFIELD AND DIANE WHITFIELD

(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-EIGHT THOUSAND ONE HUNDRED AND EIGHTY EIGHT DOLLARS AND .00 CENTS Dollars (\$ 28188.00) due and payable IN 108 EQUAL MONTHLY INSTALLMENTS WITH THE FIRST DUE ON 5-14-80

with interest thereon from 4-14-80 at the rate of 15.00 per centum per annum, to be paid:
IN 108 EQUAL MONTHLY INSTALLMENTS WITH THE FIRST DUE ON 5-14-80

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, State of South Carolina

Being known and designated as lotno. 106 as shown on plat of Parker Heights recorded in the R.M.C. Office for Greenville County in Plat Book P at page 43, and having the following metes and bounds according to said plat,

Beginning at an iron pin on Marion Road at the joint front corner of Lots Nos. 105 and 106, and running thence with the joint line of said lots. 59-15 E. 150 feet to iron pin; thence with the rear line of Lot No. 71. N. 30-45 E. 50 feet to iron pin; thence with the line of Lot No. 107 N. 59-15 W. 150 feet to iron pin in Marion Road; thence with Marion Road, S. 30-45 W. 50 feet to the beginning corner.

This is the same property conveyed to the grantors by deed of D.V. Langley, recorded in Deed Book 901 at page 68, recorded Oct. 21, 1970.

This is the same property conveyed by grantor Sandra Jean Whitfield Cheek, Deed dated April 1, 1977 and filed April 4 1977 in Volume 1053 at page 970 in R.M.C. Office for Greenville County.

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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