

amt. ju. 9989.72

recording fee \$100

1532-380

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

GRF-FILED  
FEB 12 10 16 AM '81  
R.H.C. BERSLEY

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

WHEREAS, James D. Clardy

(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-One Thousand Six Hundred and No/100-----

-----Dollars (\$ 21,600.00 ) due and payable in 120 equal installments of \$180.00 per month, the first payment is due March 9, 1981 and the remaining payments are due on the 9th day of the remaining months.

with interest thereon from 2/9/81 at the rate of 18% per centum per annum, to be paid: in 120 equal installments of \$180.00 per month, the first is due 3/9/81 and the remaining payments are due on the 9th 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 Greenville

ALL of lots nos. 4 and 5 as shown on plat of Section No. 6 of Judson Mills Village recorded in Plat Book K at Pages 106 and 107, and being more particularly described as follows:

BEGINNING at an iron pin on the northeastern side of Fourth Street at the joint front corner of Lots 3 and 4, and running thence with line of Lot 3, N. 48-48 E. 219.4 feet to pin; thence with creek as the line, S. 56-42 E. 142.85 feet to pin at joint rear of Lots 5 and 6; thence with line of Lot 6, S. 48-48 W. 233.9 feet to pin on 4th Street; thence with the northeastern side of Fourth Street, N. 41-12 W. 140 feet to the point of beginning.

THIS being the same property conveyed to the mortgagor herein by deed of Earline G. Merritt as recorded in Deed Book 1532 at Page 380, in the RMC Office for Greenville County, S.C., on February 12, 1981.

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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 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.

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