

Amount \$8978.70

*260

MORTGAGE OF REAL ESTATE

BOOK 1548 PAGE 696

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
CO. S. O.

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

JUL 31 4 37 PM '81
DONNIE S. TANKERSLEY

WHEREAS, Gene A. Miller & Margaret S. Miller

(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 Eight Thousand Nine Hundred and seventy eight dollars and seventy cent Dollars (\$8978.70) due and payable

in equal installments at \$228.00 a month the first payment due 9-6-81 and the rest on the 9th of each month

with interest thereon from 8/6/81 at the rate of 18.00 per centum per annum, to be paid: in 60 equal installments at 228.00 per month

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 the State of South Carolina, County of Greenville, Town of Fountain Inn, and being shown and designated as Lot No. 82 on plat of Kings Court Subdivision, prepared by R.B. Bruce, Surveyor, on December 4, 1972, recorded in Plat Book 4X, Page 78, RMC Office for Greenville County, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin in the southern edge of North Kings Drive, joint corner with Lot 81, and running thence along North Kings Drive, S. 73-49B., 80 feet to an iron pin, joint front corner with Lot 83; thence turning and running N. 78-25 W., 80 feet to an iron pin, joint rear corner with Lot 81; thence turning and running along the joint line with Lot 81, N. 14-22 E., 157.1 feet to an iron pin, the point of beginning.

Being the same property conveyed to Frank Ulmer Lumber Co., Inc. by deed of imperial Properties, Inc., recorded on January 14, 1975, in Deed Book 1013, Page 157, and by deed of Fountain Inn Builders, Inc., recorded on October 18, 1974, in Deed Book 1008, Page 779 R.M.C. Office for Greenville County.

This conveyance is made subject to any restrictions, reservations, zoning ordinances, of easements that may appear of record, on the recorded plat(s), or on the premises.

This is the same property conveyed to the Grantor Frank Ulmer Lumber Co., inc. to the Grantee Gene A. Miller & Margaret S. Miller recorded 8/8/77 in Deed Book 1062 at Page 83.

All that certain piece, parcel or lot of Land in the State of South Carolina, County of Greenville, Town of Fountain Inn, being known and designated as Lot No. 81 on a Plat of Kings Court, prepared by R.B. Bruce, Surveyor, dated Sept. 4, 1973, and recorded in the RMC Office for Greenville County in Plat Book 4X at page 78 and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southwesterly side of North Kings Drive, joint front corner of Lots No. 81 and 82 and running thence with the line of Lot No. 82, S. 14-22 W., 157.1 feet to an iron pin; thence N. 78-25 W., 80 feet to an iron pin; thence with the line of Lot No. 80, N. 14-21 E., 163.6 feet to an iron pin on the southwesterly side of North Kings Drive; thence with the edge of said Drive, S. 73-49 E., 80 feet to the point of beginning.

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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