MORTGAGE OF REAL ESTATE

BOOK 1548 PAGE 799

FILED
GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

JUL 31 4 53 PM '81

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, H. David Harrell and Patricia O. Harrell and James R. Sapp

(hereinafter referred to as Mortgagor) is well and truly indebted unto

FinanceAmerica Corp.

(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

Ten Thousand Two Hundred and Eight &94/100 Dollars ($ 10208.94) due and payable

Due and payable in 120 equal installment of 183.95

with interest thereon from 7/29/81 at the rate of 18.00 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 GREENVILLE

All that certain piece, parcel or lot of land on the southern side of Pine Creek Drive, near the City of Greenville, and in the County of Greenville, State of South Carolina, being known as Lot No. 56 on plat of Belle Meade prepared by Piedmont Engineering Service in June, 1954, and recorded in Plat Book EE at Pages 116 and 117, in the RMC Office for Greenville County. Reference being craved to said plat for a more particular metes and bounds description.

This is the same property conveyed to the mortgagors herein by deed of Bobby L. Martin and Mary A. Martin dated July 22, 1981 and recorded in the RMC Office of Greenville County in Deed Book 1152 at Page 850.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
JUL 31 '81
EB 11212
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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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