COUNTY OF Greenville

Dide A. Ol Garage

SOOT CAROLINA

1521 1612

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

DEC 1 7 1980 3

agalantang et al. 10% of

James W. Fayssoux and Cathrine H. Fayssoux

100 100

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

FinanceAmerica Corpoaration

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's premissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Thirty-three Thousand Dollars and NO/100

Dollar 33,000.00

due and payable in one Hundred Twenty (120) equal installments of Two Hundred Seventy-five Dollars and 00 Cents the first payment due on January 19, 1981 and each of the following payments are due on the 19th day of each month.

with interest thereon from 12-19-80 at the rate of 18.00 per centum per annum, to be paid: in 120 equal insaallemts of \$275.00 per month the first due 1-19-80 and the rest due on the 19th day of the following 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 Mortgagor at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the scaling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, targain, still and release unto the Mortgagoe, the Mortgagoe'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 lot of land in the city of Greenvillem kGreenville Township, Greenville County, SC, On the Northeastern side of Miller Street (formerly West Avenue), in a section known as Nicholtown, being shaown and designated as Lot No. 21, on a plat entitled "plat of Subdivision of W. E. Miller and E. E. Stone" recorded in the RMC Office for Greenville, County in Plat Book C. Page 235, and having such metes and bounds as shown thereon.

BEING the same property conveyed to the Secretary of Housing and Urban Development by Deed of Frank P. McGowan, as Master, dated July 5, 1979, recorded in the RMC Office for LGreenville County on July 5, 1979, recorded in the RMC Office for Greenville county on July 5, 1979, in Book 1106, Page 185.

THIS is the same property conveyed to grantee James W. Fayssoux by Grantor Moon Landriew-Secretary of Housing and Urban Development by deed dated 11-5-79 recorded in deed book 1116 page 182 on 11-21-79.

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 porties 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 hereinal-sive 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 here and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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