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MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

WHEREAS, Richard S. and Dottier Spencer

(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

Nine Thousand Two Hundred Sixteen Dollars 00 Cent Dollars 9,216.00 due and payable in Seventy-two (72) equal installments at One Hundred Twenty-eight Dollars (\$128.00) the first payment is due on the Twenty-forth Day of January, 1981, and each of the following payments are due on the 24th day of the following months.

with interest thereon from 12-24-80 at the rate of 18.00 per centum per annum, to be paid: in 72 equal monthly installments of \$128.00 per month the first payment due 1-24-81 and each of the following due on the 24th 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 Mortgagore, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagore at and before the scaling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold mortgagore at and before the scaling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold released, and by these presents does grant, turgain, sell and release unto the Mortgagore, the Mortgagor'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, being known and designated as Lot No. 150, Winding Way, Peppertree Subdivision, Section No. 2, as shown on a Plat of Peppertree, recorded in Plat Book 4X at Page 3, and revised by plat recorded in Plat Book 5E, at Page 62, and having according to said revised plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin located on the sounthern side of the right-of-way of Winding Way, a joint corner of Lots Nos. 149 and 150; thence along said right-of-way N50-52E 43.0 feet to an iron pin; thence N35-34E 22.2 feet to an iron pin; thence S42-05E 130.64 feet to an Iron pin; thence S42-45W 38.2 feet to an iron pin; thence S57-00W 55.0 feet to an iron pin; thence N29-25W 126.7 feet to an iron pin, the point of beginning.

THIS being the same property conveyed unto the Grantor herein by deed of First Federal Savings and Loan Association of Greenville, SC dated 11-4-77 in Volume 1068 Page No. 45 recorded 11-4-77 in the RMC Offfice for Greenville County State of South Carolina

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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.

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

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