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MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA COUNTY OF Summille

ហំ ∞ DONNAL LANGERSLEY MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James M. Cothran and Anna B. Cothran

(hereinaster 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 Eleven Thousand One Hundred Ninty-six Dollars and

-----Dollars (\$ 11, 196, 00) due and payable in Seventy-two equal installments of One Hundred Fifty-five Dollars and 50/100 (\$155.50) per month. The first payment is due May 30 1981, and each of the remaining payments are due on the 30th day of the remaining

at the rate of 18.00 per centum per annum, to be paid: 1n 72 with interest thereon from 4-30-81 equal installments of \$155.50 per month the first payment is due 5-30-81 and the remaining payments are due on the 30th 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

ALL that piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, and being known and designated as Lot No. 188, of Sunny Slopes Sebdivision, Section Three, according to a plat prepared of said subdivision by C. O. Riddle, Surveyor, November 11, 1976, and which said plat is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 6-H, at Page 11, and according to said plat having the following courses and distances, to-wit:

BEGINNING at a point on the edge of Bubbling Creek Drive and running thence with the common line with Lot 189, N. 32-49 W. 150 feet to a point in the line with Lot 197; thence running with the common line with Lot 197, S. 57-11 W. 80 feet to a point, joint rear corner with Lot 187; thence running with the common line with Lot 187, S. 32-49 W. 150 feet to a piint on the edge of Bubbling Creek Drive; thence reunning with the edge of said Drive, the point of BEGINNING.

THE within property isconveyed subject to all easements, rights-of-way, restrictive covenants, and zoning ordinances, recorded or unrecirded.

THIS is the same property conveyed to the Grantee, James M. Cothran and Anna B. Cothran, by the Grantor, Brown Enterprises of S.C., Inc., by deed dated and recorded 5-11-79, in Volume 1102, at Page 252.

Pabove deed conveys property to Grantees "Jointly for Life with Remainder to Survivor of them".

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.