eccs 1549 FANE 783

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA COUNTY OF Greenville

DONNES TANKERSLEY MORTGAGE OF REAL ESTATE K M.C TO ALL WHOM THESE PRESENTS MAY CONCERN:

Gregory A. Walker and Vicki P. Walker WHEREAS,

(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 One Hundred Forty-Four Dollars 00/cnetellars (\$ 9144.00) due and payable in Seventy Two (72) equal installments of One Hundred Twenty-Seven Dollars and on Cents (\$127.00) per month the first payment is due September 14, 1981 and the remaining payments are due on the 14th day of the remaining months.

with interest thereon from 8/14/81at the rate of 18.00 per centum per annum, to be paid: equal installments of \$127.00 per month the first payment is due 9/14/81 and the remaining paymets are due on the 14th 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

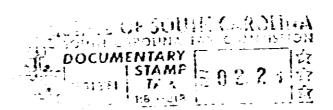
All that certain piece, parcel, or lot of land in the County of Greenville, State of South Carolina, on North Heron Drive, being shown and designated as Lot No. N-40. Whippoorwill, Section 6-N, as shown on Plat recorded in the RMC Office for Greenville County, S.C., in Plat Book "4 R", at Page 49.

The within conveyance is subject to restrictions, utrility easements, rights of the way, zoning regulations, and other matters as may appear of record, on the recorded plats, or on the premises.

The within is the identical property heretofore conveyed to the grantors by deed of James T. Pruitt and Ruth M. Pruitt, recorded 20 March 1980, RMC Office for Greenville County, S.C. in Deed Book 1122, at Page 556. (SEE ALSO deed from Jack T. Vickery and Rene L. Vickery to Gregory A. Walker and Vicki P. Walker, recorded 30 April 1981, RMC Office for Greenville County, S. C., in Deed Book 1147, at Page 212.) As a part of the consideration, grantees assume and agree to pay the balance due on that certain mortgage from the grantors to The Kissell Company, said mortgage being in the original amount of \$55,000.00, recorded 22 October 1979, RMC Office for Greenville County, S.C., in Mortgage Book 1485, at Page 202, upon which there is a present balance due in the amount of \$54,598.66.

Grantors hereby transfer and assign to grantees the escrow account and insurance policy in connection with the above described loan.

MORTCAGEE'S MAILING ADDRESS: P. O. Box 6020, Greenville, South Carolina 29606.



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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