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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, LILLIE MAE WILLIAMS

(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

SIXTEEN THOUSAND AND FORTY THREE CENTS in one hundred and twenty payments of \$298.68

Dollars (\$ 16000.43) due and payable

with interest thereon from 10-7-82

at the rate of 18.99

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'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, being shown as Lot 80, Section on plat of Judson Mills Village, recorded in Plat Book K, at pages 106 and 107 and having such courses and destances as will appear by reference to said plat.

BEING thesame property conveyed to the Secretary of Housing and Urban Development of Washington, D.C., by deed of Frank P. McGowan, Jr., as Master, dated February 5, 1981, recorded in the RMC Office for Greeville County on February 25, 1981, Book 1143, page 222.

THIS is the same property conveyed to the grantor by James Clardy and recorde October 6, 1982 in Deed Book 175 page 661, October 13,1982

ALSO
ALL that certain piece, parcel or lot of land in the State of S.C., County of Greenville, Greenville Township, being shown as a portion of Lots 15 and 16 of Block D on plat of Melville Land Company recorded in Plat Book A at page 97.

THIS being the same property convyed to the mortgagor herein by deed of James Clardy as recorded in Deed Book 1171 at page 714, in the RMC Office for Greenville County, S.C. on 8-9-82.

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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 Mortgageo forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

