

Greenville, S.C. GREENVILLE CO. S.C.
Sep 28 1982 REAL ESTATE MORTGAGE
THE STATE OF SOUTH CAROLINA: S. TANKERLEY
COUNTY OF GREENVILLE R.M.C.

72715-1 300X 78 B27
BOOK 1581 PAGE 649

This Mortgage is made this 23rd day of September 1982 between
Mortgagor(s) Jonathan D. Schweigert and Deborah A. Schweigert (herein "Borrower"), and
the Mortgagor, Finance America Corporation, a corporation organized and existing under the laws of South Carolina (herein "Lender"), whose address is
P. O. Box 6020 Greenville SC 29606 (herein "Lender")

Whereas, Borrower is indebted to Lender on the principal sum of \$11160.00 *****, September 23, 1982, bearing interest in monthly installments
of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 30, 1982.

To secure to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, together with all extensions, renewals or modifications thereof, the payment of all other sums, with interest thereon, advanced in accordance therewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of GREENVILLE, State of South Carolina:

ALL that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, City of Greenville, all that lot of land with the building and improvements thereon, situate of the northwest corner of the intersection of East Earle Street and Elizabeth Street, being shown as a portion of Lot 8, Section F on plat of Stone Land Company, recorded in the PMC Office for Greenville County, South Carolina in Plat Book A, Page 337, et seq., and having, according to said plat

- (A) the person agrees to pay interest on the amount owed to Lender under the Note and under this Mortgage at whatever rate Lender requires, and
 - (B) the person signs an assumption agreement that is acceptable to Lender and that obligates the person to keep all of the promises and agreements made in the Note and in this Mortgage.
- If the Borrower sells or transfers the Property, and the conditions in A, B, C and D of this section are not satisfied, Lender may require immediate payment in full or any other legal action as a result of certain transfers. These transfers are:
- (C) the creation of liens or other claims against the Property that are inferior to this Mortgage, such as other mortgages, materialmen, liens, etc.
 - (D) a transfer of rights in household appliances, to a person who provides the Borrower with the money to buy these appliances, if holder is granted that person against possible losses.
 - (E) a transfer of the Property to surviving co-owners, following the death of a co-owner, when the transfer is automatic according to law.
 - (F) leaving the Property for a term of three (3) years or less, as long as the lease does not include an option to buy.
- O 4. Warranties. Borrower covenants with Lender that he is owner of the Property in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that he will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated. Title to the Property is subject to the following exceptions:

PAID 12070

Finance America Corporation

11-4-82
ONE

Finance America Corp.
X James J. Calabrese, Jr.
X Karen Sustremer
X George M. Duggett