MORTCACE OF REAL ESTA Donnie S. Tankersley STATE OF SOUTH CAROLINA COUNTY OF Greenville

Tiranced: 3574.47

806x1502 PAGE161

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

WHEREAS, Paul Richard Agee and Judy B. Agee

86 mag 1008

(hereinafter referred to as Mortgagor) is well and truly indebted unto

(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 FinanceAmerica Corporation

Dollars (\$ 5040.00 ) due and payable Five Thousand and Forty Dollars and no cents

in 48 equal monthly installments with the first monthly payment due June 5. 1980. at the front corner lo lot 44 which pin is pin is 100 feet east of the intersection of said avenue with Von Hollen Drive; thence with the southern side of Rogers Avenue, N. 79-28 E. 72 feet to an iron pin in the front line of lot 40; thence throught said lot, S. 10-17 E. 150 feet to an iron pin; thence S. 79-28 %. 72 feet to an iron pin at the rear corner of lot 44; thece with the line of said lot N. 10-17%. 150 feet to the beginning corner.

THE above is the same property conveyed to us by Frank M. O'Steen, Jr. by deed \_\_ dated May 10, 1968, recorded in Deed Book 844 at Page 4 in the RMC Office For Co Greenville County.

THIS property is conveyed subject to all restrictions, zoning, ordinances, easements of record or on the ground affecting said property.

THE Grantees assume and agree to pay the balance due on a certain note and mortagae by the Granotrs to the Shenandoah Lire Insurance Company in the origingal amount or \$11,000.00 dated May oth, 1908 and recorded in Mortgage Book 1092 at Page 145 in the RMC Office for Greenville County.

THIS is identical to the property that grantor received from Paulus R. Agee and Rosemond F. Agee by deed recorded 6/22/72 in Volume 947 in page

Alia 2 1 1984 EinanceAmerica Corporation D, 11 8033

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 bereafter 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 lieus 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 Mortgagoe and all persons whomsoever lawfully claiming the same or any part thereof.