

MORTGAGE OF REAL ESTATE

S.C.

1544 896

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

1981

SLEY

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

WHEREAS, James R. Harris, Sr.

(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 Forty-eight Thousand Eight Hundred Forty Dollars

and NO/100-----Dollars (\$ 48,840.00) due and payable in One Hundred Twenty (120) equal installments of Four Hundred Seven Dollars and NO/100 (\$407.00) per month. The first payment is due July 22, 1981, and the remaining payments are due on the 22nd day of the remaining months.

with interest thereon from 6-22-81 at the rate of 18.00 per centum per annum, to be paid: in 120 equal installments of \$407.00 Per month, the first payment is due 7-22-81, and the remaining payments are due on the 22nd 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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of south Carolina, County of Greenville, and designated as Lot #2, Section 3 Cunningham Acres on A plat Book 4N, page 73 and according to said plat has the following metes and bounds:

BEGINNING at an iron pin along the right-of-way of Cunningham Circle, (formerly known as Peachtree Street), thence running S 86-50 W. 100 feet to an iron pin; thence turning and running S. 3-10 E. 165.3 to an iron pin; thence turning and running N 86-53 E 100 feet to an iron pin; thence turning and running N 3-10 W. 165.35 feet to the point of beginning.

THIS property is sold subject to all rights-of-way and restrictions appearing on the property or of public record.

THE above described property is the same conveyed to the Grantors by deed of Joint Ventures, Inc. (formerly known as Thrift Builders, Ins.), recorded in the RMC Office for Greenville County, south Carolina in Deed Book 1007, Page 663.

THIS is the same property conveyed to the Grantee, James R. Harris, Sr. by the Grantor, Eastside Assembly of God, by deed dated 6-15-81, and recorded 6-22-81, in Vol 1150, at page 382.



400
8
22191801

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.

4328 RV.2