MORTGAGE OF REAL ESTATE FEB 1 6 1979 STATE OF SOUTH CAROLINA

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

And and Final of the C. C.

WHEREAS,

Scott H. Sutton and wife Huncy L. Sutton

thereinafter referred to as Mortgigor) is well and truly indebted unto

FinanceAmerica Mortgage Services Inc.

(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

Ten Thousand and Right Hundred Dollars \*\* \* \* \* \* \* \* Dollars (\$ 10,900.00) due and payable in sixty consecutive monthly payments at 180.00 a month with the first payment coming due March 12,1979 and the remainder on the 12th of each month thereafter; with interest thereon from

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 Mortgagor at any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor at and before the scaling and delivery of these presents, the receipt whereof is hereby arknowledged, has granted, bargained, sold and released, and by these presents does grant, hargain, still and release unto the Mortgagor, the Mortgagor'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, jarcel or lot of lant, and the improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, and being known and lesignated as lot No. 2 on a Plat of Projectly of Jack E. Shaw records it in Plat Book "TT" at Page 103 in the R.M.C. Office for Greenville County, South Carolina and having according to said plat, the courses and distances shown thereon.

This conveyance is made subject to all restrictions, easements, rights-of-way of record, if any, affection the above described property.

Derivation: Deal Book [6], Page [6] - Dearles D. Swinn 7/21/70. This is identical to the property that grantor Scott B. Sutton and his wife Namey 1. Sutton recieves from Asymune Frank Hunt by deel dated 5/31/78 Volume 1080 Page 157 and recorded 6/12/78 in same said clerks office.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appeataining, and all of the rents, issues, and profits which may arise or be had therefron, and including all heating, plumling, and lighting fixtures now or hereafter attacked, 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 furnitine, he 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 hereinalsove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encomber the same, and that the premises are free and clear of all hens and encumbrances except as provided because. The Mortgagor further covenants to warrant and forever defend all and singular the sail premises unto the Mortgagor forever, from and against the Mortgagor and all persons whomsoever Lawfully claiming the same or any part thereof.

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