Deraneed #6752.08 Dec Stampb ! MORTCAGE OF REAL ESTATE STATE OF SOUTH CAROLINA MORTCAGE OF REAL ESTATE COUNTY OF Greenville 12 12 PH '81 TO ALL WHOM THESE PRESENTS MAY CONCERN: So me Us DONNIE : TANKERSLEY R.H.C WHEREAS, Ogburn S. Waye and Carolyn M. Waye (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 Eleven thousand eight-eight dollars and no cents. Dollars (\$ 11.088.00) due and payable in 72 Equal installments at \$154.00 per month with first payment due on 12/16/81 and the remaining installments due on the 16th of each month. line of said Lots N. 57-29%. 171.24 feet to an iron pin; thence along the common line of the Pebble Creek Golf Course and Lot no. 41. 01-40E., 47.43 feet to an iron pin; thence continuing along the rear of Lot No. 4 and the joint line of Lot 7 No. 52-05E., 62.78 feet to an iron pin at the joint rear corner of Lots (52-05E., 62.78 feet to an iron pin at the joint rear corner of Lots (52-05E., 171.27 feet to 5), thence along the common line of said Lots S. 59-28E., 171.27 feet to an iron pin on the vestern side of Stallings Road; thence along the vestern an iron pin on the vestern side of Stallings Road; thence along the vestern an iron pin on the vestern side of Stallings Road; thence along the vestern side of Stallings Road; side of Stallings Road S. 30-32W., 100 feet to an iron pin, being the point of beginning. This is the same property conveyed to the mortgagors by deed of Pebblepart, a Ltd., a South Carolina Limited Partnership, recorded in the BMC Office for Greenville, County on June 22, 1979, in Deed Book 1105, Page 283. This is same property conveyed to the Grantee, Ogburn S. Waye and Carolyn G. Waye by the Grantor Pebblepart, Ltd. . by Deed dated 6/14/79 and recorded 6/22/79 in Volume 1195 at page 283 in the Greenville County IMC Office. APR 19 1984 * Together with all and singular rights, members, hereditaments, and apportenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefron, 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. O The Mortgagor covenants that is is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right for it lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except is provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.