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GREENVILLE CO. S. C.
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DONNIE S. TANKERSLEY

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First Mortgage on Real Estate

MORTGAGE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: JAMES C. MARSHALL AND BRENDA P. MARSHALL

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C., (hereinafter referred to as Mortgagee) in the sum of Thirty Eight Thousand Four Hundred and No/100 ($38,400.00)---------- DOLLARS

($ 38,400.00), as evidenced by the Mortgagor's note of even date, bearing interest as stated in said note, and payable as therein stated or as modified by mutual agreement, in writing, the final maturity of which is twenty-nine years after the date hereof, unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated herein by reference; and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account, including advances made by the Mortgagee on other or no security:

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, its 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 Greenville, being known and designated as Lot 104 of Section 1, of a subdivision known as Pine Brook Forest as shown on a plat thereof recorded in the RMC Office for Greenville County in Plat Book 4X, at pages 48 and 49 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Holly Circle, joint front corner of Lots Nos. 104 and 105 and running thence with the southern side of Holly Circle, N. 73-25 E. 95 feet to an iron pin at the intersection of Holly Circle and Cannon Circle; running thence with the curvature of said Circle, the chord of which is S. 69-07 E. 40 feet to an iron pin on the southwestern side of Cannon Circle; thence with the southwestern side of Cannon Circle, S. 40-07 E. 137 feet to an iron pin, corner of Lot No. 103; thence with the line of Lot No. 103 S. 73-25 W. 185 feet to an iron pin, corner of Lot No. 105; thence with the line of Lot No. 105 N. 16-35 W. 150 feet to an iron pin, the point of beginning.

This being the same property conveyed unto the Mortgagors herein by deed from Oak, Inc. recorded in R.M.C. Office for Greenville County in Deed Book 1048 page 987 on January 4, 1977.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

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