

MORTGAGE OF REAL ESTATE - Law Offices of Thomas C. Brissey, P. A.,  
GREENVILLE, CO. S. C.

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STATE OF SOUTH CAROLINA 30 1 45 PM '77  
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

DUNN S. TANKERSLEY  
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, T. Walter Brashier

(hereinafter referred to as Mortgagor) is well and truly indebted unto L. R. Cannon

(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 Fifteen Thousand and No/100-----

----- Dollars (\$ 15,000.00 ) due and payable

together with interest at the rate of eight (8) percent per annum. Both principal and interest shall be due and payable in full on January 15, 1978.

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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, 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, in Brookforest Subdivision, being shown as property of Leroy Cannon on a plat prepared by Jones Engineering Service on December 18, 1974, and recorded with the Greenville County R. M. C. Office in Plat Book 5N at Page 42, and according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the intersection of Fairmont Avenue and Augusta Road and running thence along the northeasterly boundary of the property in question and the right-of-way along the westerly side of Augusta Road, S. 21-23 E. 412 feet to an iron pin; thence running S. 32-15 W. 35 feet to an iron pin; thence running S. 08-54 E. 116 feet to an iron pin, situate on the common boundary line of the property in question and the northernmost boundary of Lot 3; thence running along a line forming the southernmost boundary of the property in question and the northernmost boundary of Lots 3, 4, 5, 6, and 7 of Brookforest Subdivision, with the following courses and distances: N. 59-54 W. 25.6 feet to an iron pin at the joint rear corners of Lots 3 and 4; N. 59-54 W. 107.3 feet to an iron pin at the joint rear corners of Lots 4 and 5; N. 66-44 W. 96.3 feet to an iron pin at the joint rear corners of Lots 5 and 6; N. 72-34 W. 33.5 feet to an iron pin; N. 72-32 W. 46.1 feet to an iron pin at the joint rear corners of Lots 6 and 7; N. 72-32 W. 104.3 feet to an iron pin on the easterly side of Fairmont Avenue; thence running along the easterly side of Fairmont Avenue the following metes and bounds: N. 15-56 E. 60 feet to an iron pin; N. 17-22 E. 115.9 feet to an iron pin; N. 17-39 E. 60.4 feet to an iron pin; N. 35-12 E. 62.2 feet to an iron pin; N. 52-27 E. 155 feet to an iron pin, the point of beginning.

This being the same property as that conveyed to the Mortgagor by deed of L. R. Cannon dated September 30, 1977, and recorded in the R. M. C. Office for Greenville County in Deed Book 1065 at Page 916 on Sept. 30, 1977.

The mailing address of the Mortgagee is 2123 Grove Road, Greenville, South Carolina 29605.

RECORDED  
TAX  
P.B. 11218

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 such 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 it 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.

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