

FILED GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

SEP 16 4 48 PM '80
DONNIE S. TANKERSLEY
R.H.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Anthony L. & Linda O. Brashear

(hereinafter referred to as Mortgagor) is well and truly indebted unto Joesph T. & Lola U. Marshall

(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

Fourteen Thousand Four Hundred and No/100 Dollars (\$ 14,400.00) due and payable

\$138.97 each month with the final payment due on or before the 61st month.

with interest thereon from at the rate of 10% per centum per annum, to be paid:

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, on the western side of Windemere Drive, in

Chick Springs Township, being shown and designated as Lots Nos. 44 and 45 on Map No. 2 of Cherokee Forest, recorded in Plat Book EE, at page 191, and having, according to said plat, the following metes and bounds, to-wit;

LOT NO. 44: Beginning at an iron pin on the western side of Windemere Drive, at the joint front corner of Lots Nos. 44 and 43, and running thence with the line of Lot No. 43, S. 56-30 W. 175 feet to an iron pin; thence S. 33-30 E. 100 feet to an iron pin at rear corner of Lot No. 45; thence with the line of Lot No. 45, N. 46-30 E. 175 feet to an iron pin on Windemere Drive; thence with the western side of Windemere Drive, N. 33-30 W. 100 feet to the point of beginning. LOT NO. 45: Beginning at an iron pin on the western side of Windemere Drive, at the front corner of Lots No. 44 and 45 and running thence with the line of Lot No. 44, S. 56-30 W. 175 feet to an iron pin; thence S. 33-30 E. 100 feet to an iron pin in the center of drainage easement and corner of Lot No. 46; thence with said drainage easement and line of Lot No. 46, N. 56-30 E. 175 feet to an iron pin on Windemere Drive; thence with the western side of Windemere Drive, N. 33-30 W. 100 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of the mortgagors of even date herewith and recorded herewith in Deed Book 1133 at page 522.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX
05.76

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 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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