LAW OFFICES OF BRISSEY, LATHAN, FAYSSOUX, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA. Martgage's address: Kt 5 Melbrook Circle MORTCAGE OF REAL ESTATE Taylors, 50 29687

STATE OF SOUTH CAROLINA COUNTY OF **GREENVILLE**

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

LAW OFFICES OF THOMAS C. BRISSEY, P.A.

WHEREAS,

Alfred J. Marini and Sylvia J. Marini

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Mary M. Foster

(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 Twenty One Thousand Five Hundred and No/100

Dollars (\$ 21,500.00) due and payable

as set out in promissory note of even date

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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, the Mortgagee'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 Greenville, in the City of Greenville, being known and designated as Lot No. 133 and a portion of Lot No. 134, as shown on Plat No. 3 of the Overbrook Land Company recorded in Plat Book F at page 218, and being more particularly described, according to said plat, as follows:

BEGINNING at an iron pin on the northeast side of Woodville Avenue, joint corner of Lors. Nos. 132 and 133, and running thence along Woodville Avenue, S. 87-09 W. 68 feet to an iron pin, corner of Lot 134; thence continuing with Woodville Avenue 38 feet, more or less, to a point in the East side of Jedwood Drive, and running thence with Jedwood Drive, 147 feet, more or less, to an iron pin in rear line of Lot No. 134; thence S. 77-56 E. 8 feet, more or less, to the joint rear corner of Lots Nos. 133 and 134; thence N. 82-14 E. 40 feet to an iron pin; the joint rear corner of Lots Nos. 132 and 133; thence with joint line of said lots, S. 8-41 E. 153.7 feet to the point of BEGINNING.

This mortgage is non-transferable and cannot be assumed without the written consent of the mortgagee.

This being the same property conveyed to Mortgagor by deed of Mary N. Foster, of even date, torbe recorded harewith. (-7-8) 93 1151 19297

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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 is 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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