

MORTGAGE

THIS MORTGAGE is made this 12th day of December 1978, between the Mortgagor, Eldon Jessie Russ and Doris Honeycutt Russ (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America, whose address is Hampton Street Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-Five Thousand and No/100 (\$45,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 12, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2009

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of GREENVILLE State of South Carolina:

ALL that certain piece, parcel or lot of land, together with all improvements thereon, located, lying and being in the County of Greenville, State of South Carolina, being shown and identified as Lot No. 19, on plat entitled "Rustic Estates", prepared by Piedmont Engineers, Architects and Planners, dated April 16, 1974, recorded in the Greenville County R.M.C. Office in Plat Book 4-R at Page 71, and having, according to said survey, the following metes and bounds, to-wit:

BEGINNING at a point on the northwestern side of Muscadine Drive, at the joint front corner of Lots 18 and 19 and running thence, along the joint line of said lots N. 51-19 W., 172.10 feet to a point; thence S. 36-37 W., 102 feet to a point at the joint rear corner of Lots 19 and 20; thence, along the joint line of said lots S. 38-19 E., 108.57 feet to a point on Muscadine Drive; thence along the curve of a cul-de-sac with a 50-foot radius S. 89-32 W., 40.01 feet to a point; thence N. 53-37 E., 30 feet to a point; thence N. 55-37 E., 50 feet to a point and N. 59-37 W., 26.0 feet to a point at the joint front corner of Lots 18 and 19; the point and place of beginning.

LESS AND EXCEPT HOWEVER ALL that certain piece, parcel or strip of land, located, lying and being in the County of Greenville, State of South Carolina, being on the northern side of Muscadine Drive and being shown and designated as a portion of Lot No. 19 on plat entitled "Rustic Estates", dated April 16, 1974, prepared by Piedmont Engineers, Architects and Planners, recorded in the Greenville County R.M.C. Office in Plat Book 4-R at Page 71, and also shown on a more recent plat thereof, prepared by Freeland & Associates, dated October 19, 1978, entitled "Property of George R. Quiggle and Mildred R. Quiggle", recorded in the Greenville County R.M.C. Office in Plat Book 6-7 at Page 8, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the northern side of Muscadine Drive at the joint front corner of Lots 18 and 19 and running thence, along the joint line of said lots N. 51-19 W., 172.10 feet to an old iron pin; thence, S. 36-37 W., 2.0 feet to a new iron pin; thence, along a new line through Lot No. 19, S. 51-22 E., 171.31 feet to a new iron pin on the northern side of Muscadine Drive; thence, along Muscadine Drive, N. 59-37 E., 2 feet to an old iron pin, the point and place of beginning.

This is a portion of the property conveyed to the Mortgagors herein by deed of Werber Co., Inc. recorded in the Greenville County R.M.C. Office on the 13th day of December, 1978, in Deed Book 1313 at Page 665.

which has the address of 110 Muscadine Drive, Mauldin, SC (Street) (City) (State and Zip Code) (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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