

FIRST FEDERAL  
S. C. P. O. BOX 433  
GREENVILLE, S. C. 29602

1527 931

**MORTGAGE**

THIS MORTGAGE is made this 11th day of December, 1980, between the Mortgagor, G. Russell Sutton, Jr. & Lisa C. Sutton, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Ten thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 11, 1980, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on Feb. 1, 1991.....;

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, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, within the corporate limits of the City of Greenville, on the southeastern side of Scarlett Street, being known and designated as Lot No. 29 of a subdivision known as Sherwood Forest according to a plat recorded in the R.M.C. office for Greenville County in Plat Book GG at pages 2 and 3 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Scarlett Street, joint front corner of Lots Nos. 29 and 30 and running thence S. 57-48 E. 198.1 feet to an iron pin; thence N. 32-42 E. 50 feet to an iron pin; thence N. 49-11 W. 200 feet to an iron pin; thence running along Scarlett Street, S. 32-24 W. 80 feet to the beginning corner; being the same property conveyed to the Mortgagors by deed dated July 7, 1976, by James W. Lockaby, Sr. and Alpha D. Lockaby and to be recorded herewith.

This being the same property conveyed to the mortgagor herein by deed of James W. Lockaby, Sr. and Alpha D. Lockaby and recorded in the RMC office for Greenville County on 7-8-76 in Plat Book 1039 and page 268.

This is second mortgage and is junior in lien to that mortgage executed to G. Russell Sutton, Jr. and Lisa C. Sutton which mortgage is recorded in the RMC office for Greenville County on 7-8-76 in Plat Book 1372 and page 270.

which has the address of 7 Scarlett Street Greenville South Carolina

(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.

SOUTH CAROLINA —

9931

4328 RV 2