

GREENVILLE
JUN 13 3 17 PM '83
DONNIE K. HALL

BOOK 1611 PAGE 139

MORTGAGE

THIS MORTGAGE is made this 7th day of June, 1983, between the Mortgagor, Howard E. Russell, Jr. and Cheryl W. Russell, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, 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 Thirty Six Thousand Three Hundred Seventy Four and 56/100 (\$36,374.56) Dollars, which indebtedness is evidenced by Borrower's note dated June 7, 1983, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 30, 1993.....;

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 in the State of South Carolina, County of Greenville, City of Greenville, lying on the western side of Broughton Drive, being shown and designated as Lot No. 7, Block G on plat of Croftstone Acres recorded in RMC Office of Greenville County in Plat Book S, pages 78 and 79, and, according to said plat having the following course and distances, to-wit:

BEGINNING at an iron pin on the Western side of Broughton Drive, at the joint corner of Lots 7 and 8, Block G, and running thence along the common line of said Lots in a northwesterly direction 234 feet to a point, the joint corner of Lots 7, 8, 21, and 22 of Block G thence along the common line of lots 7 and 22 of Block G, in a south east direction 75 feet to a point, the joint corner of Lots 6, 7, 22 and 23 of Block G; thence along the common line of Lots 6 and 7 of Block G, in a southeast direction 211 feet to a point on the Western side of Broughton Drive; thence along the Western side of Broughton Drive, N. 7-54 E. 95 feet to an iron pin, the point of beginning.

That is that same property conveyed by Deed of May W. Gaffney to Howard E. Russell, Jr. and Cheryl W. Russell dated February 22, 1971 and recorded February 23, 1971 in Deed Vol. 909 at Page 221 in the RMC Office for Greenville County, S.C.

This is a second mortgage and junior in lien to that mortgage executed by Howard E. Russell, Jr. and Cheryl W. Russell to Carolina National Mortgage Investment Company, Inc. dated February 22, 1971, recorded February 23, 1971 in Mortgage Book 1181 at Page 363, RMC Office for Greenville County, South Carolina; that said mortgage was subsequently assigned to Flushing Federal Savings and Loan Association by assignment dated March 24, 1971, recorded March 29, 1971 in Mortgage Book 1184 at Page 602.

which has the address of 109 Broughton Drive, Greenville,
(Street) (City)
South Carolina 29609 (herein "Property Address");
(State and Zip Code)

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 — 1 to 4 Family—6-75—FNMA/FHLMC UNIFORM INSTRUMENT (with amendment adding Para. 24)

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