



MORTGAGE

THIS MORTGAGE is made this 7th day of June 1983, between the Mortgagor, Robert Russell and Mollie Craft Phillips (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 1500 Hampton Street, Columbia, South Carolina, (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 8,167.28 which indebtedness is evidenced by Borrower's note dated June 7, 1983 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on June 15, 1988;

TO SECURE to Lender 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, 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 those certain pieces, parcels, or lots of land in the Town of Simpsonville, County of Greenville, State of South Carolina, on the southerly side of Newgate Drive, being the major portion of Lot No. 176 and a small portion of Lot No. 177 of Bellingham, Section III, a plat of which subdivision is recorded in the RMC Office for Greenville County, S. C., in Plat Book "4X", at Page 89, and having the following metes and bounds, to wit:

BEGINNING at a point on the southerly side of Newgate Drive, joint front corner of Lots Nos. 175 and 176, and running thence with the joint line of said lots, S. 0-12 E. 148.43 feet to the joint rear corner of said lots; running thence S. 88-51 E. 68.9 feet to a point; running thence N. 82-15 E. 16.1 feet to a point at joint rear corner of Lots Nos. 176 and 177; thence still running N. 82-15 E. 4 feet to a point in the rear lot line of Lot No. 177; thence on a new line N. 5-08 W. 153.2 feet to a point in the front lot line of Lot No. 176, said point being S. 84-11 W. 4 feet from the original joint front corner of Lots Nos. 176 and 177; running thence S. 84-11 W. 15 feet to a point; running thence S. 86-37 W. 61 feet to the point of BEGINNING.

The within conveyance is subject to restrictions, utility easements, rights-of way, zoning regulations, and other matters as may appear of record, on the recorded plats, or on the premises.

Being the same property conveyed to Robert Russell and Mollie Craft Phillips by Bellingham, Inc. in Book of Deeds 1029 at Page 342, dated December 24, 1975, in the office of the Clerk of Court for Greenville County, South Carolina.

which has the address of 106 Newgate Drive, Simpsonville, South Carolina 29681 (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 and rents, all of which 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 hereinafter 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, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:
1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

