

GENERAL FILED
OFFICE OF S.C.
JUN 11 1983
R.M.C. RUSSELL

VOL 1635 PAGE 576

MORTGAGE

THIS MORTGAGE is made this Fourteenth day of November, 1983, between the Mortgagor, Earl Lee 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 Five Thousand, Two Hundred Four Dollars and 44/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 14, 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 November, 1986.

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 of those parcels or lots of land in Chick Springs Township of Greenville County, South Carolina, near the corporate limits of the City of Greer and North therefrom, located on the West side of Sunset Drive and on the North Side of Circle Drive being designated as Lots Nos. 24, 25, 26 and 27 on a plat of property made for E. A. Burch and W. R. Frier by J. Q. Bruce, Surveyor, dated January 12, 1950, and having the following courses and distances:

BEGINNING at a stake at the intersection of Sunset Drive and Circle Drive, and runs thence with the western side of Sunset Drive N. 10.22 W. 136 feet to a Stake, corner of Lot No. 23; thence with the line of Lot No. 23 S. 73.38 W. 453 feet to a Stake, corner of lots Nos. 27 and 28; thence with the common line of Lots Nos. 27 and 28 S. 52.38 E. 378 feet to a stake on Circle Drive; thence along the edge of Circle Drive as follows: N. 26.01 E. 70 feet N. 40.24 E. 70 Feet, N. 51.38 E. 70 feet and N. 66 E. 43 feet to the beginning corner.

DERIVATION: See Deed of James Carroll Moon to Earl Lee Russell and Elizabeth M. Russell, recorded in the R.M.C. Office for Greenville County on March 5, 1956, in Book 546, page 524.

THIS is a Second Mortgage and is Junior in Lien to that mortgage executed by Ear Lee Russell to First Federal of South Carolina (former known as Greer Federal Savings & Loan Association), recorded in the R.M.C. Office for Greenville County on JAN. 18, 1972, in Book 1219, Page 545.

which has the address of 105 Burch Drive, Greer, South Carolina 29651 (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 seized 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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