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REC'D  
MAR 22 9 05 AM '84  
DONALD R. FRANKLIN

# MORTGAGE

THIS MORTGAGE is made this 28th day of March, 1984, between the Mortgagor, Richard R. Russell and Jennie T. 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 Forty Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 28, 1984, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 1999;

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 piece, parcel or lot of land with all buildings and improvements thereon, situate, lying and being on the eastern side of Briarwood Drive in Greenville County, South Carolina being known and designated as lot no. 112 as shown on a plat entitled HOLLY TREE PLANTATION, PHASE III, SECTION II made by Piedmont Engineers, Architects and Planners dated April 3, 1979, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 7-C at Page 27, reference to said plat is hereby craved for the metes and bounds thereof.

The above property is the same property conveyed to the mortgagors by deed of Foothills Delta P, Inc. to be recorded herewith.

ALSO, all that piece, parcel or lot of land with all buildings and improvements thereon, situate, lying and being on the northeastern side of Briarwood Drive in Greenville County, South Carolina being known and designated as a portion of lot no. 111 as shown on a plat of HOLLY TREE PLANTATION, PHASE III, SECTION II made by Piedmont Engineers, Architects and Planners dated April 3, 1979, recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book 7-C at Page 27, and having according to a more recent survey thereof entitled PROPERTY OF DONALD R. FRANKLIN made by Dalton & Neves dated March 1984, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Briarwood Drive at the joint front corner of lots nos. 111 and 112 and running thence along the common line of said lots, N. 35-27 E. 161.82 feet to an iron pin; thence along the rear line of lot no. 111, S. 66-20 E. 8 feet to an iron pin; thence along a new line through lot no. 111, S. 36-07 W. 164.3 feet to an iron pin on the northeastern side of Briarwood Drive; thence along the northeastern side of Briarwood Drive, N. 46-34 W. 6 feet to an iron pin, the point of beginning.

which has the address of Lot 112 Briarwood Drive, Simpsonville, (City)  
S. C. 29681 (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.

**SOUTH CAROLINA** — 1 to 4 Family—6/75—FNMA/FHLMC UNIFORM INSTRUMENT (with amendment adding Para. 24)  
All of the above described property is shown on a plat entitled PROPERTY OF RICHARD R. RUSSELL AND JENNIE T. RUSSELL made by Dalton & Neves Co. dated March, 1984 recorded in Plat Book 10-1 at Page 22.

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