

9797

BOOK 58 PAGE 797

FILED GREENVILLE CO. S. C. 1151 PAGE 116

First Mortgage on Real Estate

*Created  
Dennis S. Lusk  
KMC*

MORTGAGE

GREENVILLE CO. S. C. FIDELITY FEDERAL SAVINGS & LOAN ASSN.  
OFFICE 25  
JUN 23 1970  
JUN 23 1970  
W. R. Russell  
Barbara T. Russell  
W. R. Russell  
Barbara T. Russell  
W. R. Russell  
Barbara T. Russell

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

39179

TO ALL WHOM THESE PRESENTS MAY CONCERN:

W. R. RUSSELL and  
BARBARA T. RUSSELL

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C., (hereinafter referred to as Mortgagee) in the sum of Twenty-Two Thousand Four Hundred and No/100ths ----- DOLLARS (\$ 22,400.00 ), with interest thereon at the rate of eight per cent per annum as evidenced by the Mortgagor's note of even date herewith payable as therein stated, or as hereafter modified by mutual agreement, in writing, the final maturity of which is 25 years after the date hereof, unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated herein by reference; and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account, including advances made by the Mortgagee on other or no security:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns.

All that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, near the City of Greenville on the Southeastern side of Colvin Road and being known and designated as Lot No. 40 as shown on a plat of Heritage Hill, prepared by Piedmont Engineers & Architects, dated May 26, 1964, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book YY at page 187, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the Southeastern side of Colvin Road at the joint front corner of Lots Nos. 39 and 40, and running thence with the line of Lot No. 39 S. 9-45 E. 170 feet to an iron pin in the center of Duke Power right of way; thence with the center line of said right of way N. 80-15 E. 105 feet to an iron pin at the joint rear corner of Lots Nos. 40 and 41; thence with the line of Lot No. 41 N. 9-45 W. 170 feet to an iron pin on the Southeastern side of Colvin Road; thence with the Southeastern side of Colvin Road S. 80-15 W. 105 feet to the point of beginning.

This is the identical property conveyed to the mortgagors herein by deed of Fred E. Foy, Jr., dated June 5, 1970, and to be recorded here-

4328 RV-2