mortgagee: 210 Rollingreen Rd. Greer, S.C. 29651

MORTGAGE OF REAL ESTATE -

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE -.

SECOND

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS.

MICHAEL A. ROY AND JEANETTE F. ROY

(hereinafter referred to as Mortgagor) is well and truly indebted unto EDWARD H. RUSSELL AND PATRICIA J. RUSSELL

(hereinafter referred to as Mortgagoe) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

THREE THOUSAND AND 00/100----- Dollars (\$ 3,000.00) due and payable

OVER A FIVE (5) YEAR PERIOD WITH MONTHLY INSTALLMENTS OF \$64.49 EACH; FIRST PAYMENT TO BECOME DUE AUG.5, 1980 AND DUE ON THE SAME DAY OF EACH MONTH THEREAFTER UNTIL PAID IN FULL; PREPAYMENT WITHOUT PENALTY IS HEREBY ALLOWED;

with interest thereon from

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DATE

at the rate of 10-1/2

per centum per annum, to be paid: MONTHLY

WHEREAS, the Mortgagor may bereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, and being known and designated as Lot no. 181 on plat of BRENTWOOD, SEC. 4., recorded in the RMC Office for Greenville County in Plat Book 5D, page 43 and also as shown on a more recent plat entitled "Property of Edward H. Russell and Patricia J. Russell", prepared by Freeland & Associates, dated October 11, 1979 and recorded in Plat Book 7R at page 65, and having, according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Ment Drive, joint front corner of lots 180 and 181 and running thence S. 65-17 W., 148.40 feet to an iron pin; thence turning and running along the line of lot 190, N. 27-07 W., 104.7 feet to an iron pin; thence along the joint lines of lots 181 and 182, N. 65-20 E., 150.0 feet to an iron pin; thence along the southwestern side of Ment Drive, S. 26-14 E., 104.53 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagors by deed of Edward H. and Patricia J. Russell, to be recorded of even date herewith.

It is understood and agreed that this mortgage is second and junior in lien to that certain mortgage held by First Federal Savings and Loan Association, recorded in mortgage book 1484 at page 434 on October 15, 1979 in the original amount of \$49,000.00, having a current balance of \$48,859.15.

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all rich fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises heireinabove described is ree simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagor forever, from and against the Mortgagor and all persons whomseever lawfully claiming the same or say part thereof.

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