

MORTGAGE

THIS MORTGAGE is made this 23rd day of April 1981, between the Mortgagor, John Wesley Russell, Jr. and Muriel A. Russell (herein "Borrower"), and the Mortgagee HERITAGE FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is 201 West Main Street, Laurens, S. C. 29360 (herein "Lender").

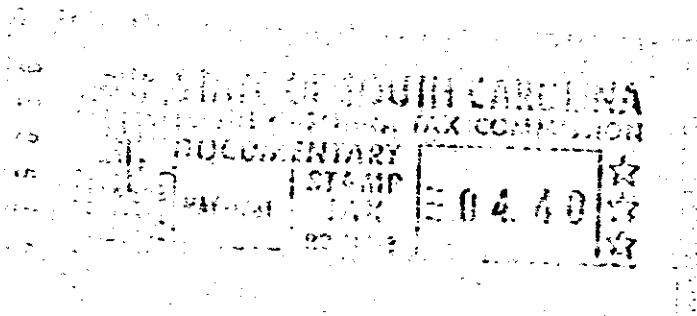
WHEREAS, Borrower is indebted to Lender in the principal sum of Eleven Thousand and no/100ths-- (\$11,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 23, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 1991

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 certain piece, parcel or lot of land, situate, lying and being near the Town of Simpsonville, Austin Township, Greenville County, State of South Carolina, being shown as Lot #23 on a Plat of Section I of Westwood Subdivision prepared by Piedmont Engineers and Architects, dated March 26, 1970 and recorded in the RMC Office for Greenville County in Plat Book 4F at Page 21, a more particular description of said lot may be had by reference to said plat.

THIS is the same property conveyed to the Mortgagor(s) by deed of William E. Spearman, Jr. and Rosa W. Spearman recorded in the RMC Office for Greenville County, South Carolina in Deed Book 972 at Page 51 on April 5, 1973.

This mortgage is second and junior in lien to that mortgage between John Wesley Russell, Jr. and Muriel A. Russell to Laurens Federal Savings and Loan Association recorded in Mortgage Book 1271 at Page 711 on April 5, 1973, in the original amount of \$16,600.00.



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which has the address of 113 Westwood Drive Simpsonville, S. C. 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, 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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