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First Moetgrage on Bril Estate

JAMES E. RUSSELL/& BEVERLY E.

**RUSSELL** 

JUN 15'77

MORTGAGE

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

(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 FORTY THOUSAND and NO/100 - - - - - - - - - - - - - - - - DOLLARS.

(\$ 40,000.00 ), as evidenced by the Mortgagor's note of even date, bearing interest as stated in said note, and payable as therein stated or as modified by mutual agreement, in writing, the final maturity of which is twenty-five 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, on the southerly side of East Woodburn Drive, near the City of Greenville, S. C., being known and designated as Lot No. 73 on plat of Seven Oaks, as recorded in the RMC Office for Greenville County, S. C. in Plat Book 4R, page 6, and having according to said plat the following metes and bounds, to-wit:

LEGINNING at an iron pin on the southerly side of East Woodburn Drive, said pin being the joint front corner of Lots 72 and 73 and running thence with the cornon line of said Lots S 22-41 E 156.9 feet to an iron pin, the joint rear corner of Lots 72 and 73; thence S 71-33 W 112.8 feet to an iron pin in line of Lot 52; thence with line of Lot 52 N 22-30 W 20 feet to an iron pin; thence N 8-26 W 131.8 feet to an iron pin on the southerly side of East Woodburn Drive; thence with the southerly side of East Woodburn Drive N 66-44 E 80 feet to an iron pin, the point of beginning.

In addition to and together with the monthly payments of principal and interest under the terms of the note secured hereby, the mortgagor promises to pay to the mortgagee for the term of the guaranty policy the sum of 1/48th of 1% of the original amount of this loan in payment of the mortgage guaranty insurance covering this loan and on his failure to pay it, the mortgagee may advance it for the mortgagor's amount and collect it as part of the debt secured by the mortgage.

The mortgagors agree that after the expiration of ten years from the date hereof, the