200x 1441 PASE 277

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

## SECOND MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: FIDELITY TRUST CORPORATION, AS NOMINEE FOR ROY A. BRIGHTWELL AND AUDREY BRIGHTWELL

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

WHEREAS, the Mortgagor is well and truly indebted unto KENNETH E. AND NORMA W. FRYFOGLE (hereinafter referred to as Mortgagee) 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

Thirty One Thousand Five Hundred and No/100 DOLLARS (\$ 31,500.00 ) with interest thereon from date at the rate of 8% per centum per annum, said principal and interest to be repaid as follows: With principal and interest payable on September 15, 1978



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 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 heirs, successors and assigns the following described piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon:

ALL that certain piece, parcel or lot of land with the buildings and improvements thereon, lying and being on the southerly side of Devenger Road, near the City of Greenville, S.C., being known and designated as Lot No. 20 on plat of Foxcroft, Section I as recorded in the RMC Office for Greenville County, S.C., in Plat Book 4F, pages 2,3, and 4 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Devenger Road, said iron pin being the joint front corner of Lots 20 and 21 and running thence with the common line of said lots S. 3-49 E. 165 feet to an iron pin, the joint rear corner of Lots 20 and 21; thence N. 86-11 E. 135 feet to an iron pin, the joint rear corner of Lots 19 and 20; thence with the common line of said lots N. 3-49 W. 165 feet to an iron pin on the southerly side of Devenger Road; thence with the southerly side of Devenger Road; thence with the southerly side of Devenger Road S. 86-11 W. 135 feet to an iron pin, the point of beginning.

This conveyance is subject to all restrictions, setback lines, roadways, easements and rights-of-way, if any, affecting the above desceibed property

This is the same property conveyed to the Mortgagor herein by deed of Kenneth E. Fryfogle and Norma W. Fryfogle, dated August 15, 1978 and recorded August 15, 1978 in the R.M.C. Office for Greenville County, S.C. in Deed Book 1085 at Page 281.

The lien of the within mortgage is second in rank to the lien of a mortgage from Mortgagors to Bankers Trust of South Carolina, recorded in the Office of the R.M.C. for Greenville County, S.C. in R.E.M. Book 1441 at Page 273

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

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