WITNESSETH:

ALL those certain pieces, parcels or lots of land situate, lying and being in the State of South Carolina, County of Greenville, in a subdivision known as Traxler Park, being known and designated as Lot No. 112, a portion of Lot No. 13, and the southern one-half of Lot No. 111, as shown on a plat recorded in the R.M.C. Office for Greenville County in Plat Book F, at Pages 114 and 115, and being more fully shown on a plat entitled "Property of Brenda W. Bruce", prepared by Carolina Surveying Company, dated May 7, 1981, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Augusta Road, at the corner of property of William L. Dunn, Jr. and running thence with the line of said property, N. 53-46 E. 346 feet to an iron pin; running thence S. 2-40 E. 173.3 feet to an iron pin; running thence S. 87-06 W. 10 feet to an iron pin; running thence S. 4-57 E. 147.9 feet to an iron pin on the northern side of Country Club Drive; running thence with the northern side of Country Club Drive, S. 78-08 W. 145.8 feet to a point at the intersection of Country Club Drive and Augusta Road; running thence with the curve of said intersection, N. 68-12 W. 60 feet to the point of beginning.

Being the major portion of the property conveyed to Brenda W. Bruce by Augusta Road Corporation, by deed dated November 4, 1976 and recorded in the R.M.C. Office for Greenville County in Deed Book 1045, at Page 726.

This is a second mortgage and is junior in lien to that mortgage executed to First Federal Savings and Loan Association of Greenville, S. C. dated October 20, 1975 and recorded in the R.M.C. Office for Greenville County on October 20, 1975 in Mortgage Book 1351, at Page 582, in the original principal sum of \$68,000.00.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted

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