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STATE OF SOUTH CAROLINA County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN: we, Harold R. Barbare and Sara C. Barbare

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

WHEREAS, the Mortgagor is well and truly indebted unto WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, (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 SIXTEEN THOUSAND and no/100---

DOLLARS (\$16,000.00), with interest thereon from date at the rate as specified in said note, said

principal and interest to be repaid as therein stated, said note provides that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June 1996, and

WHEREAS, the Mortgagor may hereafter 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 purpose;

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 to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Highlands. Township, on the Southeast side of a surface treated highway, about nine miles Northwest of the Town of Greer, containing One and eightenths (1.8) acres, more or less, and having the following courses and distances, to-wit: Beginning at an old Iron Pin, Few Chapel Methodist Church corner, and running thence N.42-35 W.364 feet to center of said highway (Iron Pin back on line at 37.5 feet), thence with said highway N.49-27 E.260.5 feet to an Iron Pin, thence S.27-45 E.413.5 feet to Iron Pin, thence S.63 W.161.4 feet to the beginning point. This being the same property which was conveyed to mortgagors herein by Hazel C. Edwards by deed recorded in the R. M. C. Office for said county in Deed Book 618, page 299. For a more particular description see plat prepared for W. H. Campbell by J. 2. Bruce, Registered Surveyor, dated Jan. 28, 1959 and which plat has been recorded in said office in Plat Book 00, page 215.

This is a second mortgage over the above described property. Mortgagee herein holds the first mortgage which was given to it by mortgagors herein dated February 6, 1963 in the original sum of \$7,500.00 and which mortgage has been recorded in the said office in R. E. Mtg. Book 914, page 188.