RICHARDSON AND JOHNSON, P. A. AIR JULIA GROUPER, S. C. 29602

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

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WHEREAS, William A. Todoruk

(hereinafter referred to as Mortgagor) is well and truly indebted unto First Citizens Bank & Trust Co.

(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

This is the same property conveyed to the Mortgagor herein by deed of Statewide Builders, Inc. dated January 19, 1979, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1075, at Page 920.

This mortgage is junior in lien to that certain mortgage given by Statewide Builders, Inc. to Greer Federal Savings & Loan Association, in the original amount of \$32,500.00 dated April 30, 1976, and recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1366, at Page 609, the outstanding balance of which is \$31,518.22.

STATE OF SOUTH CANCELLY
COUNTY OF GREETING
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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appeal training, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all futures' and equipment, other than the usual household furniture, he considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except, as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagor as provided herein. The Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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