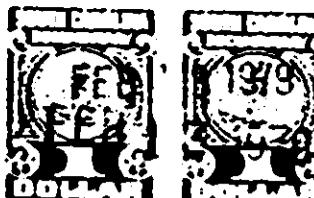


FEB 13 1973
MORTGAGE



1457 FILE 454

CHIEF AS IT IS
(hereinafter also styled the mortgagor) in and by my hand certain Note bearing even date hereunto, stand fully, held and bound unto

Poinsett Discount Co., Inc., Greenville, S. C. (hereinafter also styled the mortgagor) in the sum of

14,995.68

84

178.52

payable in _____ equal installments of \$ _____ each, commencing on the

15th day of February 1979 and falling due on the same of each subsequent month, as in and by the said Note and conditions thereof, reference thereto has full force and effect.

KNOW ALL MEN, that the mortgagor in consideration of the said debt, and for the better securing the payment thereof, according to the conditions of the said Note; which with all its provisions is hereby made a part hereof; and else in consideration of Three Dollars to the said mortgagee in hand well and truly paid, by the said mortgagor, at and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said mortgagee, its heirs, successors and assigns forever, the following described real estate:

All that certain piece, parcel or lot of land, situate, lying and being in the Town of Simpsonville, Austin Township, being shown and designated as Lot No. 457, Section V. of Westwood Subdivision, as shown on plat thereof recorded in Plat Book 4X at pages 162 and 163 in the R.M.C. Office for Greenville County, South Carolina. Reference is hereby made to said plat for a more particular description.

This conveyance is made subject to the restrictive covenants affecting Section V of Westwood Subdivision, said restrictive covenants being recorded in the R.M.C. Office for Greenville County, S.C. in Deed Volume 989 at page 310.

This conveyance is also made subject to any restrictive covenants, building setback lines and rights of way and easements which may affect the above described property.

This is the identical property conveyed to Richard E. Bruce and Carolyn R. Bruce by deed of Builders and Developers, Inc. on 11-15-73 in the R.M.C. Office of Greenville County, S.C. in Deed Book 988 at page 323.

IT IS HEREBY UNDERSTOOD THAT THIS MORTGAGE CONSTITUTES A VALID SECOND LIEN ON THE ABOVE DESCRIBED PROPERTY.

TOGETHER with all and singular the rights, members, tenements and appurtenances to the said premises belonging, now or hereafter incident or appertaining.

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

AND I FURTHER BIND MY HEIR, SELL AND MY HEIR'S, EXECUTIVE AND ADMINISTRATIVE, TO PAY TO OR EXECUTE OR FURTHER RELEASE OR RELEASES OF TITLE TO THE SAID PREMISES, THE TITLE TO WHICH IS UNENCUMBERED, AND NOT TO LEAVE AND THENCEFORE BEHOLD ALL AND SINGULAR THE SAID PREMISES UPON THE SAID MORTGAGEE, ITS HEIRS, SUCCESSORS AND ASSIGNS, THEM AND AGAINST ALL PERSONS, SOEVER, HOLDING OR IN HAVING THE SAME OR ANY PART THEREOF.

AND IT IS AGREED, by and between the parties hereto, that the said mortgagee, its, their heirs, executors, or administrators, shall enjoy the buildings on said premises, the uses against them or damage to same, are the benefit of the said mortgagee, the or amount and less than the unpaid balance on the said Note in such amounts as shall be approved by the said mortgagee, and in default thereof, the said mortgagee, its, their, successors or assigns, may effect suit, garnishment, and replevin, thereunder under this mortgage for the amount thereof, with interest thereon, from the date of its payment. And it is further agreed that the said mortgagee, its, their, successors or assigns shall be entitled to receive from the trustee herein to be held, in sum equal to the amount of the debt secured by this mortgage.

AND IT IS AGREED, by and between the said parties, that if the said mortgagee, its, their heirs, executors, or administrators, shall fail to pay all taxes and assessments upon the said premises, when the same shall first become payable, then the said mortgagee, its, their, successors or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and to enjoin themselves under this mortgage the the sum so paid, with interest thereon, from the date of such payment.

AND IT IS AGREED, by and between the said parties, that upon any default being made in the payment of the said Note, when the same shall become payable, in any other of the obligations of this mortgage, that then the entire amount of the debt secured, is intended to be secured thereby, shall forthwith become due, at the time of the said mortgage, its, their, successors or assigns, although the period for the payment of the said debt may not then have expired.

AND IT IS FURTHER AGREED, by and between the said parties, that should legal proceedings be instituted for the foreclosure of this mortgage, or the sale of any part of this mortgage, or should the said property required to be sold in the hands of an attorney, or the court, or court of chancery, or court of otherwise, that all costs and expenses incurred in the mortgage, its, their, successors or assigns, including a reasonable attorney fee, of not less than ten dollars, and the amount so levied thereupon, to be due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

PROVIDED, ALWAY, and it is the true intent and meaning of the parties to these Presents, that after the said mortgagee, its, their, heirs, executors or administrators, shall pay off house to be paid unto the said mortgagee, its, their, successors or assigns, the said debt, with the interest thereon, if any, shall be due, and just sum of money paid by the said mortgagee, its, their, heirs, successors, or assigns, according to the conditions and agreements of the said note, and of this mortgage and other pertinent to the negotiation or making of the true intent and meaning of the said note and mortgage, then this deed of Mortgage and Sale shall cease, determine and be void, otherwise it shall remain in full force and virtue.

AND IT IS LASTLY AGREED, by and between the said parties, that the said mortgagee may hold and enjoy the said premises until default of payment shall be made.

WITNESS my hand and seal this 13 day of February 1979

Signed, sealed and delivered in the presence of

WITNESS Richard E. Bruce

WITNESS Elaine Bruce

WITNESS John W. Johnson

WITNESS John W. Johnson

4323 RV.2