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STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

21 3 21 PM '79  
MORTGAGE

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN.

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

Ten Thousand Five Hundred and No/100----- Dollars \$ 10,500.00

according to terms of promissory note executed of even date herewith,

discounted,  
with interest thereon from date at the rate of nine per centum per annum to be paid

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for any further sums as may be advanced to or for the Mortgagee'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 hereinafter made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars \$3.00 to the Mortgagee in hand well and truly paid by the Mortgagor at and before the sealing and delivery of these presents, the receipt whereof as hereby more fully set forth, 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 parcel, part of lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot No. 2

on plat of Governors Square prepared by W. R. Williams, Engineer, October 17, 1975, recorded in the Office of the RMC for Greenville County, S. C. in Plat Book 5-P at Page 8, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Western side of Governors Square at the joint front corner of Lots 2 and 3, and running thence with the common line of said two lots, S. 72-59 W. 180.1 feet to an iron pin; thence N. 3-33 E. 117.9 feet to an iron pin at the joint rear corner of Lots 1 and 2; thence with the common line of said two lots, N. 82-52 E. 152.2 feet to an iron pin on the Western side of Governors Square; thence with the Western side of Governors Square, S. 9-27 E. 85 feet to the point of beginning.

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 1125, at Page 22.

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 \$32,000.00 dated April 1, 1978, and recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 144, at Page 604, the outstanding balance of which is \$21,115.00.

RECORDED  
APR 20 1979  
RMC

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging 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 now or hereafter attached, connected, or fitted thereto in any manner, it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be 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 Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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