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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

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WHEREAS, James J. Bruening and Rebecca A. Bruening

("Chereinafter referred to as Mortgagor) is well and truly indebted unto Sharonview Federal Credit Union

(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 and No/100----- Dollars (\$ 10,000.00) due and payable

In two hundred twenty eight (228) semi-monthly installments of Sixty Five and 60/100 (\$60.65) each,

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with interest thereon from date

at the rate of twelve per centum per annum, to be paid:

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 purposes:

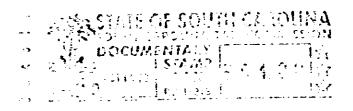
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot #83 on a Plat of Holly Tree Plantation prepared by Enwright Associates, Inc. dated May 28, 1973, and recorded in the R.M.C. Office for Greenville County in Plat Book 4-X at Page 37, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western edge of Spring Hill Drive at the joint corner of Lots \$83\$ and \$84\$ and running thence with the joint line of said lots N. 89 deg. 42 min., 58 sec., E. 140.55 ft. to an iron pin at the joint rear corner of Lots \$82, \$83, and \$84\$; thence with the joint line of lots \$82\$ and \$83, N. 33-47 W. 56.0 ft. to an iron pin on the Southeastern edge of Mornington Court; thence with the curve of the cul-de-sac of Mornington Court N. 85-00 E. 74.18 ft. to an iron pin; thence continuing with the edge of Mornington Court N. 36 deg., 48 mins., 00 sec., E. 56.15 ft. to an iron pin; thence continuing with the curve of Mornington Court N. 44-02 min., 00 sec., E. 76.85 ft. to an iron pin; thence continuing with the edge of Mornington Court N. 80 deg., 50 mins., 00 sec., E 33.61 ft. to an iron pin at the intersection of Mornington Court and Spring Hill Drive; thence with said intersection S. 48 deg., 09 mins., 49 sec., E. 31.46 ft. to an iron pin on the Western edge of Spring Hill Drive; thence with the edge of Spring Hill Drive S. 3-00 W. 102.54 ft. to an iron pin; thence continuing with the edge of Spring Hill Drive S. 3-43 E. 72.43 ft. to an iron pin being the point of beginning.

This being the same property conveyed to the Mortgagors herein by deed of R. C. Ayers of even date and to be recorded herewith.

This mortgage is junior and inferior in lien to the lien of that certain mortgage in the sum of \$38,615.51, executed on this date by the Mortgagors herein to United Federal Savings and Loan Association to be recorded herewith.



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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