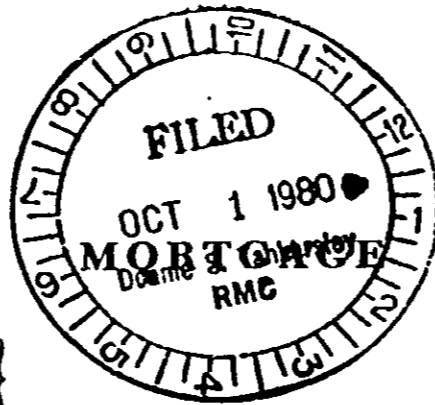


Second

Mortgage on Real Estate

98-000-000
10/1/80



STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Robert W. Stephens and
Elizabeth R. Stephens

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

WHEREAS, the Mortgagor is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C., (hereinafter referred to as Mortgagee) in the sum of Twenty-Six Thousand, Six Hundred and Forty-four Dollars and 80/100-----DOLLARS

(\$ 26,644.80), as evidenced by the Mortgagor's note of even date, bearing interest as stated in said note, and payable as therein stated or as modified by mutual agreement, in writing, the final maturity of which is 10 years after the date hereof, unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated herein by reference; and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account, including advances made by the Mortgagee on other or no security:

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, lying and being on the southern side of Langley Drive and containing 2.97 acres according to a plat entitled "Survey for Robert W. Stephens and Elizabeth R. Stephens" prepared by Carolina Engineering & Surveying Co., and said plat recorded in the RMC Office for Greenville County in Plat Book 5A at Page 88 and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin in the center of Langley Drive, said pin being 454.8 feet east of the common corner of property of the Grantor and that now or formerly of Clyde Styles and running thence S. 18-30 E. 375.9 feet to a point; thence S. 66-07 W. 256.3 feet to an iron pin; thence N. 75-08 W. 176.6 feet to an iron pin; thence N. 0-17 E. 160.9 feet to an iron pin; thence N. 17-45 W. 96 feet to a point in the center of Langley Drive; thence with the center of Langley Drive N. 62-42 E. 353.8 feet to the point of beginning.

This is a portion of that property conveyed to the Grantors herein by deed recorded in the RMC Office for Greenville County in Deed Book 450 at Page 547.

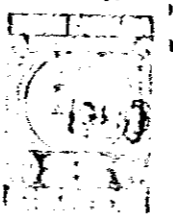
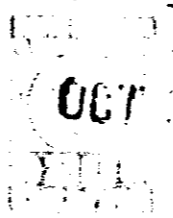
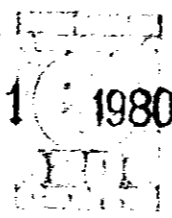
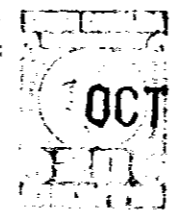
This conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements, and rights-of-way appearing on the property and/or of record.

This is the same property conveyed by deed of J.D. Anderson and Mary M. Anderson, dated 06/23/73 and recorded 07/05/73 in the R.M.C. Office of Greenville County in Volume 978, at Page 347.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or fixtures now or hereafter parties hereto that all such fixtures of the real estate.

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