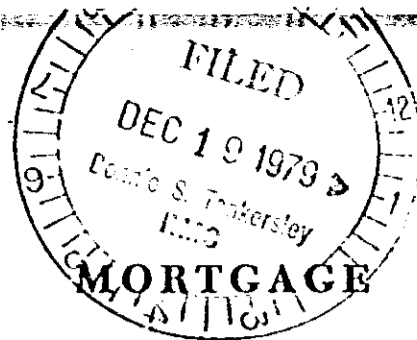


FIDELITY FEDERAL S&L ASSOC.
P.O. BOX 1268
GREENVILLE, S.C. 29602



BOOK 1491 PAGE 617

X Second
First Mortgage on Real Estate

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN: June H. Winterbottom

(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 Nine thousand, Three Hundred and seventy-nine Dollars and 80/100-----DOLLARS

(\$ 9,379.80), 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 5 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 on the Eastern side of Flamingo Drive, near the City of Greenville, being shown as Lot 11 on a plat of Wade Hampton Gardens, recorded in Plat Book MM at page 199 and described as follows:

BEGINNING at an iron pin on the Eastern side of Flamingo Drive, 178 feet North from the curve of said Drive, at the corner of Lot 10, and running thence with the Eastern Side of said drive, N. 18-57 E. 100 feet to an iron pin at the corner of Lot 12; thence with the line of said lot, S. 71-03 E. 165 feet to an iron pin in the line of Lot 23; thence with the line of lots 23 and 24, S. 18-57 W. 100 feet to an iron pin at the corner of Lot 10; thence with the line of said lot, N. 71-03 W. 165 feet to the Beginning Corner.

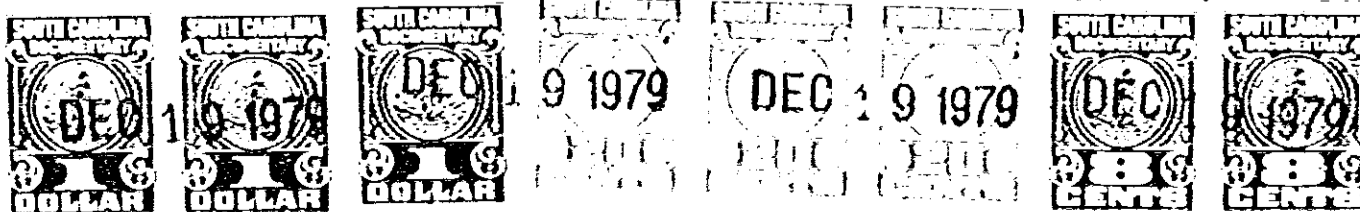
This being the same property conveyed to the grantor by deed recorded in Deed Book 686, at Page 121.

This conveyance is made subject to restrictions recorded in Deed Book 680, at page 503.

The grantor assumes mortgage held by Fidelity Federal Savings and Loan Association with a balance of \$11,310.45.

This is the same property conveyed by deed of Frank D. Smith, dated 01/14/70 and recorded 01/14/70 in the RMC Office of Greenville County in Volume 882 at Page 516.

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 attached, connected or fixed in any manner, it being the intention of the parties hereto that all such fixtures and equipment shall remain a part of the real estate.



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