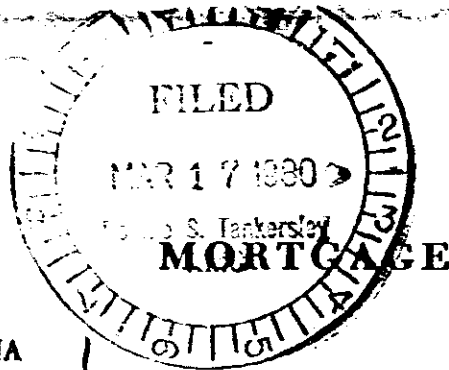


Second
First Mortgage on Real Estate
Book 1234



STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

John D. Cunningham, JR.

Joan C. Cunningham

(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 Thirteen thousand nine hundred ninety nine and 20/100 DOLLARS

(\$13,999.20), 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 FIVE 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,

All those pieces, parcels or lots of land in the County of Greenville, State of South Carolina, situate, lying and being on Barry Drive and Rockcrest Drive and being known and designated as Lots Nos. 37 and 39 of Terrace Gardens Subdivision, plat of which is recorded in the RMC Office for Greenville County in Plat Book, "QQ" at Page 85, and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

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 W. H. Alford dated July 25, 1973, recorded August 2, 1973 in volume 980 at page 731 of the RMC Office for Greenville County, SC.

ALSO: ALL THAT PIECE, PARCEL OR LOT of land in the County of Greenville, State of South Carolina, situate, lying and being on the cul de sac merging Barry Drive and Rockcrest Drive and being known and designated as Lot NO. 38 on plat of Terrace Gardens Subdivision recorded in the RMC Office for Greenville County in Plat Book "QQ" at page 85, and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

This conveyance is subject to such restrictions, easements or right-of-way as any appear of record.

This is the same property conveyed by deed of W. H. Alford dated May 28, 1970 and recorded June 9, 1970 in volume 891, page 468 of the RMC Office for Greenville County, SC.

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 fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, and any other personal property, furniture, be considered a part of the real estate.



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