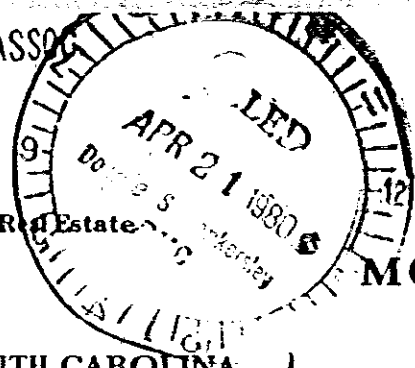


FIDELITY FEDERAL S&L ASSOC
P.O. BOX 120
GREENVILLE, S.C. 29602
Second
Mortgage on Real Estate



MORTGAGE

BOOK 1501 PAGE 197

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: William L. McAdams and Pamela G. McAdams

(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

Ten thousand, three hundred, seventy and 40/100-----DOLLARS

(\$10,370.40), 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 four (4) 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, near the city of Greenville, being known and designated as Lot 159 of a subdivision known as Colonial Hills, Section 4, as shown on a plat thereof prepared by Piedmont Engineers and Architects, recorded in the RMC Office for Greenville County in Plat Book WW at Page 3, and having according to said plat, the following metes and bounds, to wit:

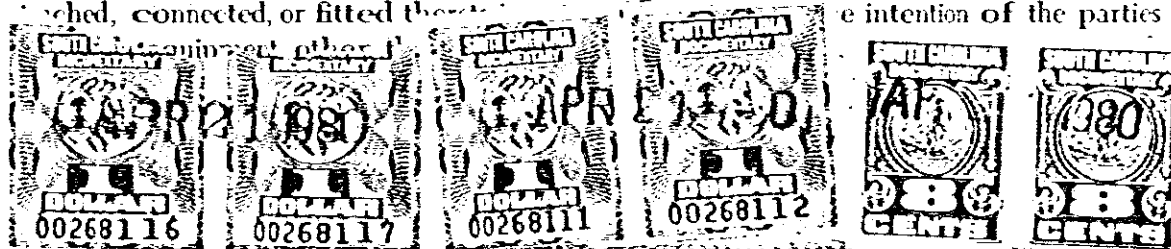
BEGINNING at an iron pin on the northern side of Heathwood Drive, joint front corner of lots 158 and 159 and running thence along the joint line of said lots N.13-45 W. 146.7 feet to an iron pin; thence S. 78-16 W. 111.13 feet to an iron pin at the rear corner of lot 160; thence along the line of that lot S. 13-45 E. 150.75 feet to an iron pin on the northern side of Heathwood Drive; thence along the northern side of Heathwood Drive N. 76-15 E. 110.00 feet to the beginning corner.

DERIVATION: This being the same property conveyed to the Grantor herein by deeds of William Michael Carlton and Beverly T. Carlton recorded in the RMC Office for Greenville County on July 1, 1976, in Deed Book 1038, Page 956 and by deed of Avery L. Hightower recorded in the RMC Office for Greenville County on June 15, 1977 in Deed Book 1058, Page 611.

This conveyance is subject to any and all existing reservations, easements, rights of way, zoning ordinances and restrictions or protective covenants that may appear of record, on the recorded plats or on the premises. As part of the consideration given to Grantor herein, Grantee agrees to assume that certain note and mortgage given by Avery L. Hightower and Nancy K. Hightower to Fidelity Federal Savings & Loan, Greenville, SC in the original amount of \$29,700 as recorded in the RMC Office for Greenville County, SC in Mortgage Book 1371, Page 728, on July 1, 1976, said mortgage having a present balance of \$29,489.67, the terms and conditions of said assumption being more particularly set out in a Modification and Assumption Agreement executed by Grantees herein to be recorded herewith.

THIS is the same property conveyed by deed of Nancy K. Hightower, dated 8-19-77, recorded 8-19-77 in Volume 1063 at Page 120, 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, the intention of the parties hereto that all such fixtures be included in the real estate.



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