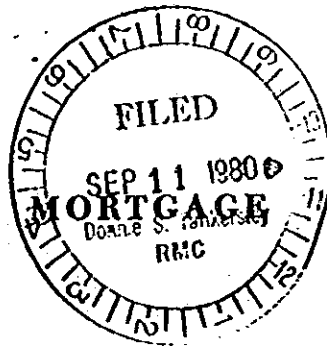


SECOND

First Mortgage on Real Estate

P.O. Box 1268  
Greenville, S.C.



BOOK 1515 PAGE 508

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: JAMES R. WHEELER AND

SANDRA B. SHEELER

(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 Seven thousand, six hundred, seventy-one and 60/100----- DOLLARS

(\$7,671.60), 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 (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,

All that lot of land situate on the southeastern side of Bethel Road being shown as Lot No. 22, City and County aforesaid, on a plat of Holly Tree Plantation, dated May 28, 1973, prepared by Enwright Associates, Inc., recorded in Plat Book 4-X at page 35 in the RMC Office for Greenville County and having according to said plat the following metes and bounds to-wit:

Beginning at an iron pin on the southeastern side of Bethel Road at the joint front corner of Lot 20 and Lot 21 and running thence with Lot 21 S. 68-44 E. 168.26 feet to an iron pin at the joint rear corner of Lot 21 and Lot 22; thence N. 24-11 E. 120.15 feet to an iron pin at the joint rear corner of Lot 22 and Lot 23; thence with Lot 23 N. 68-44 W. 174.41 feet to an iron pin on Bethel Road; thence with said road S. 21-16-18 W. 120 feet to the point of beginning.

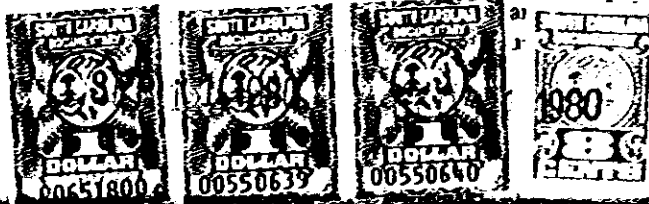
This is the same property conveyed to the grantor by deed of William Bert Langley, et al, recorded on June 23, 1978 in deed book 1081 at page 815 in the RMC Office for Greenville County.

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 or on the premises.

This is the same property conveyed by deed of Franklin Enterprises, Inc. dated 8/14/79, recorded 8/15/79 in volume 1109 at page 435 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

the intention of the parties hereto that all such fixtures be considered a part of the real estate.



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