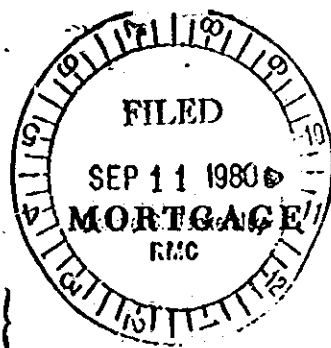


SECOND
First Mortgage on Real Estate

*P. B. Boy '08
Willis*



BOOK 1515 PAGE 514

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: OLIN DEAN WILLIS

(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

DOLLARS

TWO THOUSAND THREE HUNDRED NINETY-FIVE AND 92/100-----
(\$ 2,395.92), 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 TWO (2) 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 certain piece, parcel or unit, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Unit No. B-12 of Middleton Place Horizontal Property Regime as is fully described in Master Deed dated August 31, 1976, and recorded in the RMC Office for Greenville County, SC in Deed Book 1042 at pages 230 through 298, inclusive, and survey and plot plan recorded in the RMC Office for Greenville County in Plat Book 5-R at pages 87 A through 87 D.

This conveyance is made subject to all restrictions and easements as set out in the Master Deed, Exhibits and Appendices attached thereto; recorded plats or as may appear on the premises.

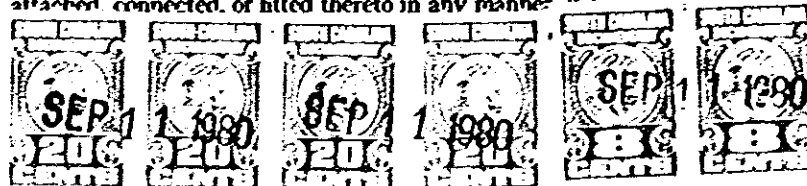
This being a portion of the same property conveyed to the Grantors by deed of Middleton Place, Inc. by deed recorded in the RMC Office for Greenville County on December 30, 1970 in Deed Book 905 at page 291.

This is the same property conveyed by deed of William N. Miller, Jr. and Joe W. Hiller, to Olin D. Willis, dated 9/9/76, recorded 9/28/76 in the RMC Office for Greenville County, SC in volume 1043, page 585.

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4 OCT 1980

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, the parties hereto that all such fix- d a part of the real estate.



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