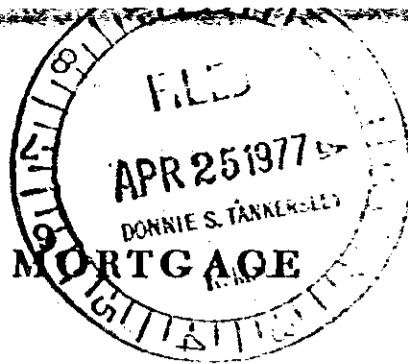


SECOND MORTGAGE
MORTGAGE on Real Estate



BOOK 1395 PAGE 470

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: KIRK C JOHNSON AND
GAYLE W. JOHNSON

(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 Seventeen-Thousand Eight Hundred Twenty Three and 36/100 DOLLARS

(\$ 17,823.36), 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 Eight 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 lot of land situate, lying and being on the northwestern side of Oregon Street, in the City of Greenville, County or Greenville, State of South Carolina, being known and designated as Lot No. 9 Block C, Kanatenah, as shown on a plat prepared by J. E. Serrine & Company, Engineers, dated June 7, 1922, recorded in the R. M. C. Office for Greenville County in Plat Book F at pages 66 and 67, 130 and 131, and having, according to said plat, and a more recent plat prepared for Bobby D. Jones by Carolina Engineering and Survey, dated March 4, 1965, the following metes and bounds:

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BEGINNING at an iron pin on the northwestern side of Oregon Street, 60 feet west of the intersection of Oregon Street and Mitchell Street, at the joint front corner of Lots Nos. 9 and 10, and running thence with the northwestern side of Oregon Street, S. 63-30 W., 60 feet to an iron pin at the joint front corner of Lots Nos. 8 and 9; thence with the line of Lot No. 8, N. 26-30 W., 165 feet to an iron pin at the joint corner of lots Nos. 8, 9, 17 and 18; thence with the rear line of Lot No. 18, N. 63-35 E., 60 feet to an iron pin at the joint rear corner of Lots Nos. 9, 10, 18, and 19; thence with the line of lot No. 10, S. 26-30 E., 165 feet to the point of beginning.

This being the identical property conveyed to the grantor herein by deed or Alma E. Berry dated March 5, 1965, and recorded in the R. M. C. Office for Greenville County in Deed Book 768 at Page 515.

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This conveyance is subject to all rights-of-ways, easements and restrictions of record shown on any recorded plat, visible from observation on the property or known to the grantee.

The grantee(s) expressly agree(s) to assume the mortgage on the property, said mortgage being to C. Douglas Wilson and Company dated March 5, 1965 and recorded in the R. M. C. Office for Greenville County in R.E. M. Book 987 at page 601, and having as of the date of this transaction an unpaid balance of \$ 6,615.53 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, other than the usual household furniture, be considered a part of the real estate.

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