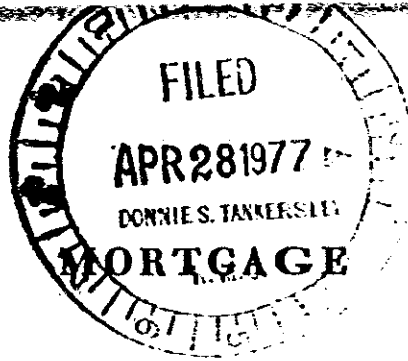


SECOND
First Mortgage on Real Estate



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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

ROBERT M. RAINES AND SANDRA J. RAINES
(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 Fifteen thousand, five hundred, twenty-one and 76/100*****DOLLARS

(\$ 15,521.76), 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 6 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, situate on the West side of Bond Street, being known as Lot No.32 on plat of Section 1 of Brookwood Forest Subdivision, made by C. C. Jones, Engineer, recorded in the RMC Office for Greenville County, S. C. in Plat Book XX, Page 97, and having, according to said plat the following metes and bounds, to-wit:

BEGINNING, at the iron pin on the West side of Bond Street at joint front corner of lots 31 and 32 and runs thence with the line of Lot 31, N. 78-35 W., 186 feet to a point in the center of branch; thence along center of branch (the traverse line being due North 80 feet) to an iron pin in center of branch at the joint rear corners of Lots 32 and 33; thence along the line of Lot 33, S.82-00 E., 191 feet to an iron pin on the West side of Bond Street; thence along the West side of Bond Street S. 9-51 W., 30 feet to an iron pin; thence still along Bond Street S. 11-25 W., 59 feet to the beginning corner.

This being the same property conveyed by Mauldin Construction Co, Inc. by deed 742 dated 2-13-64 at page 185.



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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