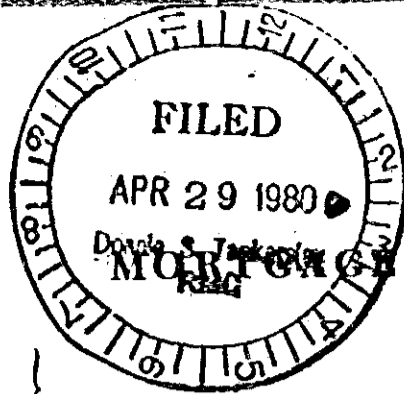


FIDELITY FEDERAL S&L ASSOC.
P.O. BOX 126
GREENVILLE, S.C. 29602



BOOK 1501 PAGE 857

Second
Mortgage on Real Estate

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: D. Duane Bates and Joyce Ann Bates

(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 Twenty-one thousand, four hundred, ninety-nine and 20/100----- DOLLARS

(\$ 21,499.20), 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 Ten (10) 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, on the southern side of Paris View Drive, shown and designated as Lot 39 on plat entitled "Property of Homer Styles" dated February 3, 1958, revised December, 1962, recorded in the RMC Office for Greenville County, SC in Plat Book YY at Page 101, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the southern side of Paris View Drive at the joint front corner of Lots 38 and 39 and running thence with the northern side of said drive N.81-49 E. 100 feet to a point at the rear corner of Lot 41; thence along the rear line of Lots 41 and 40, S. 08-11 E. 200 feet to a point; thence S. 81-07 W. 100 feet to a point at the joint rear corner of Lots 38 and 39; thence along the common line of said Lots N.08-11 W.200 feet to the point of BEGINNING.

This property is conveyed subject to all restrictions, rights of way, easements, or encroachments that may appear of record affecting said property.

This is the same property conveyed to the Grantor herein by Deed of Charles Douglas Rice, III recorded on September 8, 1965 in the RMC Office for Greenville County, SC in Deed Book 781 at Page 539.

This is the same property conveyed to Grantor by deed of James Vernon Lyda dated August 21, 1979 and recorded on August 22, 1979 in the RMC Office of Greenville in Volume 1109, Page 886.

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, etc.



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