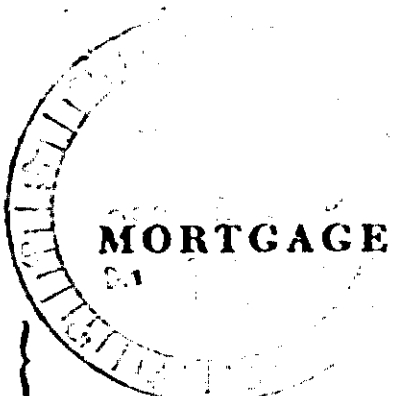


SECOND
FIRST Mortgage on Real Estate



STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: JAMES E. WALDREP, JR. AND

NANCY WALDREP

(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

FOURTEEN THOUSAND NINE HUNDRED SIXTY-FOUR AND 00/100-----
(\$14,964.00), 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,

All that piece, parcel or lot of land lying and being on the Western side of Old South Carolina Highway 418 near Fountain Inn, Greenville County, State of South Carolina, being shown as 13.32 acres, more or less, on a plat of Milford D. Kelley, Made by James L. Strickland, RLS, dated September 1978, recorded in the RMC Office for Greenville County, SC, in plat Book 6-W, at page 50 and having, according to said plat, the following metes and bounds, to-wit:

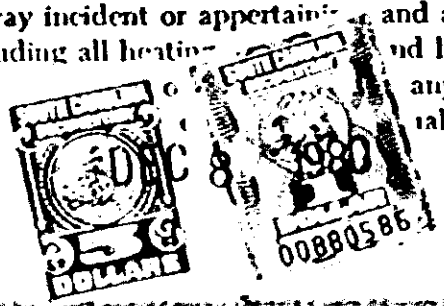
Beginning at an ip in the center of Old S. C. Highway 418 and running thence along the line of Gault property N. 82-33 W. 1,003.3 feet to an ip; thence along the Kelley line N. 5-53 E. 851.5 feet to an ip; thence S. 79-26 E. 164.3 feet to an ip; thence S. 79-35 E. 210 feet to an ip; thence S. 26-30 W. 300 feet to an ip; thence S. 84-31 E. 300 feet to an ip; thence S. 6-30 W. 224.1 feet to an ip; thence S. 67-43 E. 502.2 feet to a n&c in the center of Old S. C. Highway 418; thence along the center of said Highway S. 44-21 W. 236.8 feet to the point of beginning.

This being the same property conveyed to the Grantor and Grantee herein by a certain deed of Milford D. Kelley and Peggy Joyce W. Kelley on Oct. 18, 1978, and thereafter filed in the RMC Office for Greenville County on Oct. 19, 1978, in deed book 1090 at page 221.

This conveyance is made subject to any and all restrictions, easements, rights, of way, zoning ordinances or setback lines that may appear of record on the recroded plat(s) or on the premises.

This is the same property conveyed by James E. Walrep, Jr. (one-half interest) to Nancy K. Waldrep, dated 10/18/78, recorded 10/30/78 in volume 1090, page 757 of the RMC Office for Greenville County, SC. This is also the same property conveyed by Milford D. Kelley and Peggy Joyce W. Kelley to James E. Waldrep (one half interest) deed dated 10/18/79, recorded 10/19/79, 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 and lighting fixtures and any other equipment or fixtures now or hereafter attached to or in any manner; it being the intention of the parties hereto that all such fixtures and household furniture, be considered a part of the real estate. Nancy K. Waldrep received one half interest by same deed of Milford and Peggy Kelley, dated 10/18/79, recorded 10/19/79 in volume 1090, page 271.

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