CONCERN: James Rochester Company, Inc.,

(hereinafter referred to as Mortgagor) SEND(S) CREETING:

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

herein by reference; and

TO ALL WHOM THESE PRESENTS MAY James Raiph Rochester and Melba Hughey Rochester

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 EIGHTY THOUSAND AND no/100 - - - - - - - - - -), with interest thereon at the rate of six (6%) - - - - per cent per annum as (\$ 80,000.00 evidenced by the Mortgagor's note of even date herewith payable as therein stated, or as hereafter modified by mutual agreement, in writing, the final maturity of which is twelve (12) years after the date hereof, unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated

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, situate on the southern side of U. S. Highway 123 in Greenville Township, being shown and designated as Lots 11, 12, 13, 14 as shown on plat recorded in Plat Book Y at Page 87 and the adjoining lot designated as Lot 137 on plat recorded in Plat Book KK at Page 107, and when described as a whole contains the following metes and bounds:

BEGINNING at an iron pin at the northeastern intersection of U. S. Highway 123 and River View Drive, and running thence with the eastern side of River View Drive N. 3-21 W. 200 feet to an iron pin on 36 foot Alley; thence with the southern side of said Alley the following courses and distances: N. 81-29 E. 86 feet; N. 83-01 E. 100 feet; N. 84-01 E. 100 feet; N. 84-33 E. 200 feet to pin at rear corner of Lot 10; thence with the line of Lot 10, S. 3-11 W. 200 feet to pin on northern right-of-way of U. S. Highway 123; thence with the northern side of said right-of-way, the following courses and distances: S. 85-15 W. 100 feet; S. 84-33 W. 100 feet; S. 84-01 W. 100 feet; S. 83-01 W. 100 feet; S. 81-29 W. 86 feet to the point of beginning; said property being the same conveyed to the mortgagors by deeds recroded .Ω ot 122 400 /QQ and 7/