STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE TO ALL WHOM THESE PRESENTS MAN CONCERN: CONRAD L. PHILPOTT PHILPOTT, (bereinafter 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 Thirty-One Thousand Five Hundred and No/100 -----

(\$ 31,500.00), 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 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, City of Mauldin, and being shown as Lot No. 131 on a plat of Holly Springs, Section 2, recorded in the RMC Office for Greenville County in Plat Book 4-R at page 54 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Butler Road at the joint front corner of Lots 131 and 132 and running thence S. 53-48 E. 175 feet to an iron pin; thence N. 32-10 E. 121.3 feet to an iron pin: thence N. 60-43 W. 175 feet to an iron pin on the eastern side of Butler Road; thence with said Butler Road S. 03-59 W. 100 feet to the iron pin at the point of beginning.

The above-described property is the same acquired by the Mortgagors by deed from Harold J. Smith and Rhunette L. Smith dated November 29, 1977, to be recorded herewith.