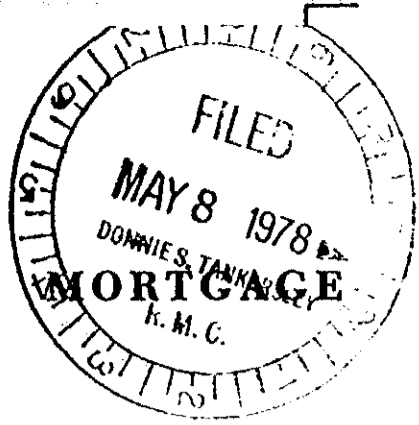


Second
Mortgage on Real Estate



BOOK 1431 PAGE 423

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Billie Jean McGaha

(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

Nine thousand, three hundred-thirteen and 20/100-----DOLLARS

(\$ 9,313.20), 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 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, being known and designated as Lot 236 on a plat of Sherwood Forest recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book GG at pages 70 and 71 and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the northwestern edge of Scarlett Street at the joint front corner of lots 235 and 236 and running thence along a line of lot 235 N. 73-54 W. 155.6 feet to a point; thence N. 26-31 E. 90.0 feet to a point; thence along a line of Lot 237 S. 70-19 E. 143.5 feet to a point; thence along the northwestern edge of Scarlett Street S. 18-53 W. 75.0 feet to the beginning corner, and being the same property conveyed by James Clifford Leach, Faust Nicholson and John Douglas as Trustees of the Douglas Foundation (formerly Huguenin and Douglas Foundation) to Charles F. Sims, Jr. and F. Towers Rice by a deed dated February 17, 1971, and recorded in said R.M.C. Office in Deed Book 908 at Page 595.

This property is subject to existing easements, restrictions, and rights of way upon or affecting said property.

This is the same property conveyed by title of Charles F. Sims and F. Towers Rice, by deed dated 1-9-76 recorded 1-9-76 in volume 1030 at page 28.

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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, that all such fixtures and equipment other than



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