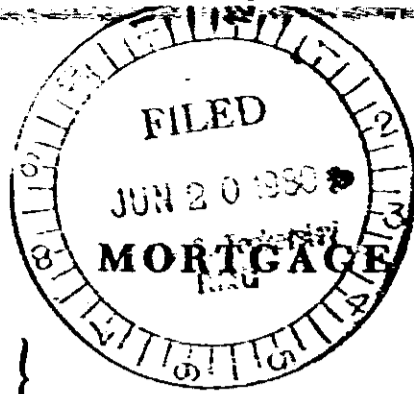


FIDELITY FEDERAL S&L ASSOC.
P.O. BOX 1258
GREENVILLE, S.C. 29602
Second Mortgage on Real Estate



BOOK 1505 PAGE 803

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Mr Stewart Lynn and Victoria K. Smith (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 Ten Thousand Eight-Hundred forty-four & 40/cents-----DOLLARS

(\$ 10,844.40), 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 five 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, and being known and designated as Lot #173, according to a plat entitled "HERITAGE LAKES SUBDIVISION" by Heaner Engineering Co., Inc., as revised October 26, 1977, and recorded in the R. M. C. Office for Greenville County in Plat Book 6 H at page 15. Reference is hereby made to said plat for a metes and bounds description.

Being a portion of the same property conveyed to the Grantor Corporation herein by deed of COMFORTABLE MORTGAGES, Inc., said deed being recorded March 29, 1978, in the RMC Office for Greenville County in Deed Book 1056 at page 141.

Title to the property hereinabove described is subject to the following exceptions:

1. Easements of record.
2. Conditions, covenants and restrictions of record.

This is the same property conveyed by deed of W.N. Leslie, Inc. Dated: 10-25-79
Recorded: 10-26-79. RMC office of Greenville County in volume 1114 at page 367.

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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; it being the intention of the parties hereto that all such fixtures an



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