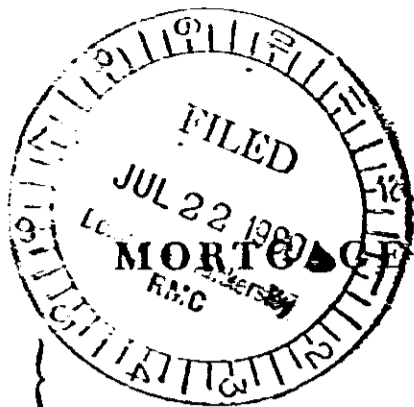


FIDELITY FEDERAL S&L ASSOC.  
P.O. BOX 1268  
GREENVILLE, S.C. 29602



BOOK 1508 PAGE 369

Second  
First Mortgage on Real Estate

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Willie Brown and Mary J.

Brown (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 Fifteen Thousand five hundred seven and no/100-----DOLLARS

(\$ 15,507.00 ), 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 Five (5) 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, being and situate on the South side of Valley Creek Drive, about 3 miles Northwest of Greer, in Oneal Township, County and State aforesaid, and being known and designated as lot no. Twenty-eight (28), Section 4 of the Valleyhaven Acres property of W. Dennis Smith as shown on plat prepared by John A. Simmons, Reg. Surveyor, dated July 15, 1960 and which plat has been recorded in the R. M. C. Office for said County in Plat Book MM, page 167. For a more particular description see the aforesaid plat.

The above described property is subject to the Restrictive Covenants as are more particular set forth in Deed Book 657, page 115.

This is the same property conveyed by deed of W. Dennis Smith, by deed dated May 21, 1965 and recorded July 1, 1965 in the RMC Office for Greenville County in Volume 776, Page 544.

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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, other than the usual household furniture, be considered a part of the real estate.

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