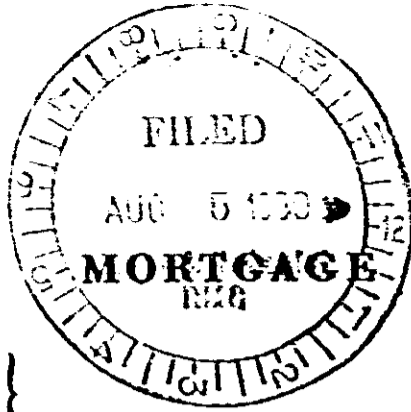


Second  
First Mortgage on Real Estate

P.O. Box 1266  
Greenville

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE



BOOK 1509 PAGE 941

TO ALL WHOM THESE PRESENTS MAY CONCERN: CHARLES H. ODOM AND FRANCES S. ODOM

(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, Two Hundred and fifty-eight Dollars and 60/100----- DOLLARS

(\$ 9,258.60 ), 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 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, on the northerly side of Gray Fox Square, being known and designated as Lot 91 on plat of Gray Fox Run prepared by C. O. Riddle, dated November 6, 1975 and revised March 4, 1976 and recorded in the RMC Office for Greenville County in Plat Book 5-P at Page 16 and having, according to said plat, the following metes and bounds to-wit:

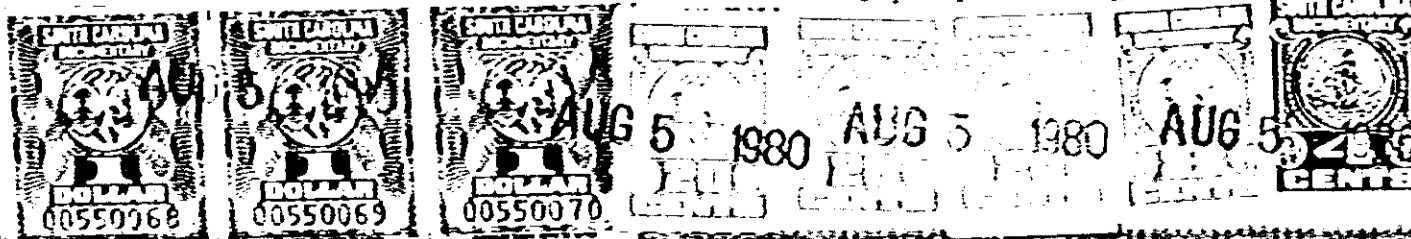
Beginning at an iron pin on the northerly side of Gray Fox Square at the joint front corner of Lots 91 and 92 and running thence with Lot 92, N. 27-26 W. 154.1 feet to an iron pin at the joint rear corner of Lots 91 and 92; thence N. 45-22 E. 167.2 feet to an iron pin at the joint rear corner of Lots 90 and 91; thence with Lot 90, S. 12-38 E. 224.8 feet to an iron pin on Gray Fox Square; thence with said Square, S. 70-14 W. 103.2 feet to the point of beginning.

The property conveyed herewith is conveyed subject to any and all existing reservations, easements, rights-of-ways, zoning ordinances and restrictions, or protective covenants that may appear of record or on the premises.

This is a portion of the property conveyed to Threatt-Maxwell Enterprises, Inc. by deed of Clyde N. Strange recorded in the RMC Office for Greenville County in Deed Book 1010 at Page 243. Threatt-Maxwell Enterprises, Inc. has since become Threatt Enterprises, Inc.

This is the same property conveyed by deed of Threatt Enterprises, Inc., by deed dated 9/26/78 and recorded 9/26/78 in the RMC Office for Greenville County in Volume 1088, at Page 658.

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 at all such fixtures.



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