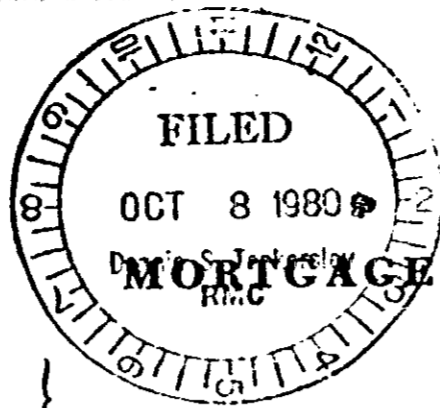


SECOND

First Mortgage on Real Estate

*P.O. Box 1260
Greenville*

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



1519 4569

TO ALL WHOM THESE PRESENTS MAY CONCERN:

W. GLENN LOFTIS AND

CONNIE D. LOFTIS

(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 SIX THOUSAND NINE HUNDRED SIXTY-SEVEN AND 68/100-----DOLLARS

(\$ 6,967.68), 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 FOUR (4) 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, together with all buildings and improvements thereon, situate, lying and being on the southeastern side of Foxhall Road in Greenville County, S. C., being shown and designated as Lot No. 269 on a plat of Section B of WOODFIELDS made by Piedmont Engineers & Architects dated January 4, 1951 recorded in the RMC Office for Greenville County, South Carolina in Plat Book Z at page 121, reference to which is hereby craved for the metes and bounds thereof.

The above property is the same conveyed to the grantors herein by deed of Arthur Gordon Collier recorded in Deed Book 592 at page 312, on February 7, 1958, and is hereby conveyed subject to rights of way, easements, conditions, roadways, setback lines and restrictive covenants reserved on plats and other instruments of public record and actually existing on the ground affecting said property.

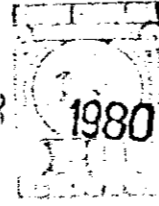
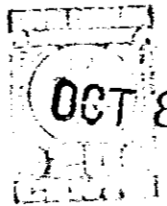
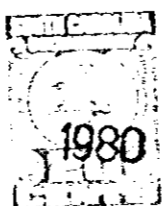
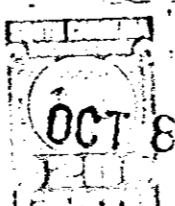
The grantee agrees and assumes to pay Greenville County property taxes for the year 1979 and subsequent years.

This is the same property conveyed by deed of John R. King and Ruth S. King to W. Glenn Loftis, dated 12/7/78, recorded 12/8/78 in volume 1093, page 435 of the RMC Office for Greenville County, SC.

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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 to the same, the Mortgagor does hereby warrant and covenants hereto that all such fixtures of the real estate.

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