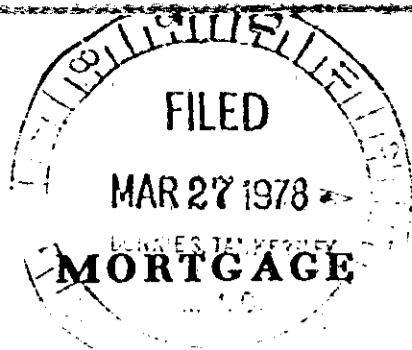


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Second XXXX First Mortgage on Real Estate

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Tony M. Tipton and
Judy G. Tipton

(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 Eleven Thousand Six Hundred Forty Four Dollars and 08/100----- DOLLARS

(\$ 11,644.08), 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 _____ 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, near the City of Greer, being shown and designated as Lot No. 2A on a plat of Section 3, Jamestown Estates recorded in the RMC Office for Greenville County, S.C. in Plat Book 4-X, at page 69 and having the following metes and bounds to-wit:

Beginning at an iron pin at the joint front corner of Lots 2A and 3A running thence along Johnson Road S75-05E 34.5 feet to an iron pin; thence continuing along Johnson Road S73-54E 90.5 feet to an iron pin at joint front corner of lots 1A and 2A; thence along joint line S15-00W.231.8 feet to an iron pin; thence running along rear line of Lot 2A N87-15W 120 feet to an iron pin at joint rear corner of Lots 2A and 3A; thence along common line of Lots 2A and 3A N13-18E 259.1 feet to an iron pin to point of beginning.

This being the same property received by title of Ratterree James Insurance Agency dated 1-13-75 recording 1-17-75, volume 1013 at page 280.

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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



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