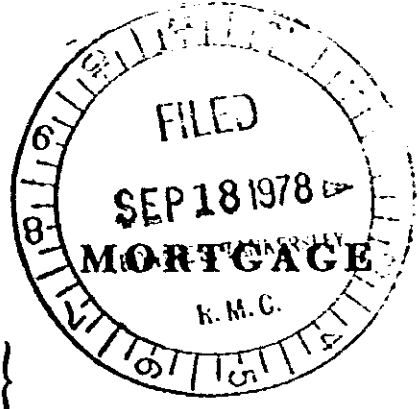


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SECOND
First Mortgage on Real Estate



BOOK 1444 PAGE 540

P.O. Box 1268
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

William D. Goepper and Leta Goepper (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

Thirteen thousand, two hundred fifty-nine and 52/100----- DOLLARS

(\$13,259.52), 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 eight (8) 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, situate, lying and being on the eastern side of Melbourne Lane, near the City of Greenville in Greenville County, South Carolina being shown and designated as Lot No. 22 on a plat of survey for Jack E. Shaw dated November 20, 1968 recorded in the RMC Office for Greenville County, SC in Plat Book 4-A, page 171, reference to which is hereby craved for the metes and bounds thereof.

The above described property being the same conveyed to the Grantors by deed of Richard Harrison Savage recorded in Deed Book 967, page 573 in the RMC Office for Greenville County.

The Grantees agree to pay Greenville County property taxes for the tax year 1976 and subsequent years.

GCTO --- 1 SE 18 78 1593
The above described property is also shown as Lot No. 22 on a plat of Wellington Green recorded in the RMC Office for Greenville County, SC in Plat Book YY, page 29.

This is the same property conveyed by deed of Leslie B. Baynham, II & Sandra B. Baynham dated 11-28-75, recorded 12-1-75 in volume 1027 at page 871.

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 that all such fixtures

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