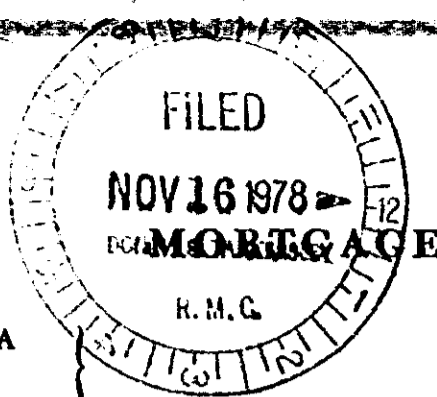


Second
First Mortgage on Real Estate



P.O. Box 1264
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Mr. Henry L. Mathison and

Mrs. Barbara M. Mathison

(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 Seventeen Thousand Eight Hundred Twenty Three Dollars and thirty six cents----- DOLLARS

(\$ 17,823.36), 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, on the eastern side of Heard Drive and being known and designated as Lot No. 45 on plat of Belmont Heights recorded in the RMC Office for Greenville County in Plat Book 6G, Page 55, and having according to said plat, the following metes and bounds, to wit:

Beginning at an iron pin on the eastern side of Heard Drive, joint front corner of Lots 44 and 45 and running thence with the common line of said lots, N 85-52 E 235 feet to an iron pin on a branch; thence with the line of the branch S 16-25 E 95.9 feet to an iron pin; thence continuing along said branch S 37-18 E 92.2 feet to an iron pin, joint rear corner of Lots 45 and 46; thence with the common line of said lots N 77-48 W 332 feet to an iron pin on the eastern side of Heard Drive; thence along the eastern side of Drive N 7-00 E 85 feet to an iron pin, the point of beginning.

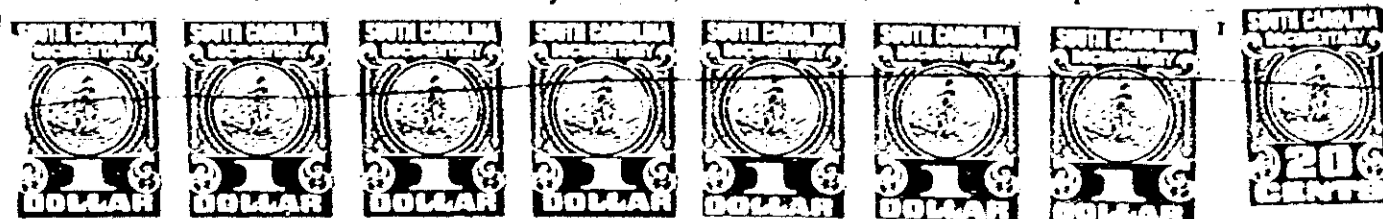
Being the same property conveyed to the grantor herein by deed of Cely Brothers Lumber Company recorded in the RMC Office for Greenville County in Deed Book 549, Page 13.

This conveyance is made subject to all restrictions, easements and rights of way appearing of record affecting said property.

This property being same property conveyed to Henry Lorents Mathison and Barbara M. Mathison by deed of Leonard Earl Brown, recorded on the 18th day of August, 1970, in the RMC Office for Greenville County in Deed Book 896, Page 361.

This is the same property conveyed by deed of Leonard Earl Brown dated 8-11-70, recorded 8-18-70 in volume 896 at page 361.

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 fix-



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