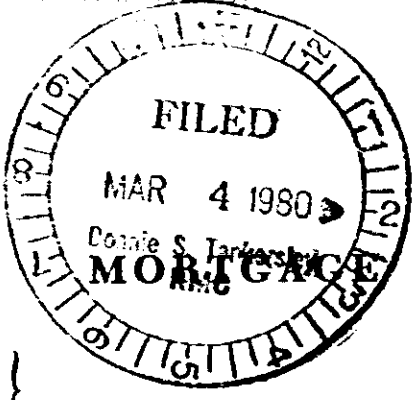


GREENVILLE S&L ASSOC.
P.O. BOX 107
GREENVILLE, S.C. 29602
Second
First Mortgage on Real Estate



BOOK 1497 162

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Arthur C. Spencer and Faye M. Spencer

(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 Nineteen Thousand, Two Hundred and sixty-seven Dollars and 80/100----- DOLLARS

(\$ 19,267.80), 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 western side of Setfair Lane, being shown and designated at Lot 41 on plat of Spring Forest, Section II, said plat being recorded in Plat Book BBB at page 34 in the R.M.C. Office for Greenville County and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Setfair Lane at the joint front corner of Lots 40 and 41 and running thence, S. 11-17 W. 90.7 feet to an iron pin; thence along the curve of Setfair Lane, the chord of which is S. 56-17 W. 35.35 feet to an iron pin; thence along the northern side of Spring Forest Road, N. 78-43 W. 160 feet to an iron pin; thence along the curve of Spring Forest Road, the chord of which is N. 57-41 W. 64.7 feet to an iron pin at the joint corner of Lots 41 and 24; thence N. 38-00 E. 126.9 feet to an iron pin; thence S. 72-20 E. 189.4 feet to the point of beginning.

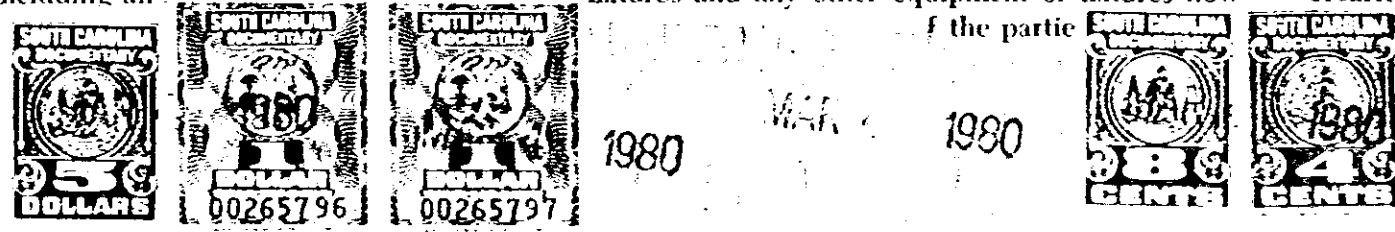
This conveyance is subject to restrictions recorded in Deed Book 772 at page 225.

This is the same property conveyed to the grantor herein by deed of O. B. Godfrey dated June 1, 1966 and recorded in the R.M.C. Office for Greenville County, S.C. in Deed Book 810 at page 36.

This is the same property conveyed by deed of Arthur C. Spencer, Jr., dated 05/31/79 and recorded 06/01/79 in the R.M.C. Office of Greenville County in Volume 1103, at Page 806.

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 fixtures and any other equipment or fixtures now or hereafter attached to the same, of the parties

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