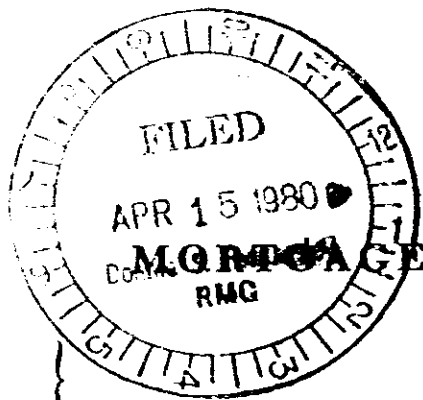


FIDELITY FEDERAL S&L ASSOC.
P.O. BOX 1200
GREENVILLE, S.C. 29602

Second
Mortgage on Real Estate



BOOK 1500 PAGE 781

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Chester E. Yarborough
and
Donna S. Yarborough

(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 Seven thousand, nine hundred sixty two and no/100----- DOLLARS

(\$7,962.00), 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 (Five) 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 certain piece, parcel or lot of land situate, lying and being on the western side of Willowtree Drive, in the County of Greenville, State of South Carolina being known and designated as Lot No. 351 as shown on a plat entitled Section No. 4, Westwood, prepared by Piedmont Engineers & Architects, dated June 7, 1972 and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4R at Page 30, and having according to said plat, the following metes and bounds, to-wit:

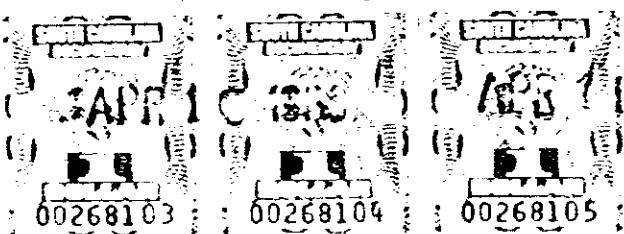
Beginning at an iron pin on the western side of Willowtree Drive at the joint front corner of Lots 350 and 351 and running thence with the line of Lot 350, S. 87-33 W., 140 feet to an iron pin at the joint rear corner of Lots 350 and 351; thence N. 2-27 W., 86 feet to an iron pin at the joint rear corner of Lots 351 and 352; thence with the line of Lot No. 352, N. 87-33 E., 140 feet to an iron pin on the western side of Willowtree Drive at the joint front corner of Lots 351 and 352; thence with the western side of Willowtree Drive, S. 2-27 E., 86 feet to the point of beginning.

This property is conveyed subject to all easements, restrictions, and rights of way, if any, affecting the above described property.

This is the same property conveyed to the grantors by Deed of Builders & Developers, Inc. recorded Marvh 16, 1973 in Deed Book 970 at page 188 in the RMC Office for Greenville County.

This is the same property conveyed by deed of Ted E. Alexander and Judith S. Alexander dated and recorded 4/26/78 in the RMC Office for Greenville County, South Carolina in volume 1077 at page 802.

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 the intention of the parties hereto that all such fixtures be considered a part of the real estate.



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