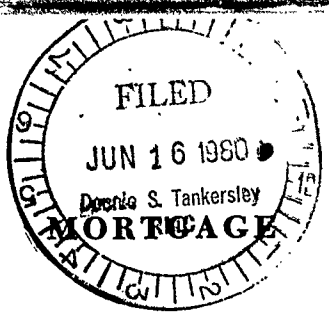


Second  
First Mortgage on Real Estate



STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: James Ling

(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 Fifteen thousand, three hundred and seventy and 80/100----- DOLLARS

( \$ 15,370.80 ), 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 Five (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, lying and being on the southwestern side of the Augusta Road near Ware Place, containing 32 acres, more or less and being known as Tract No. 2 of the King S. Chandler Estate on a plat made by W. J. Riddle, dated April 4, 1934, recorded in the R.M.C. Office for Greenville County in Plat Book H at Page 242 and having according to a more recent plat thereof made by Jones Engineering Service, dated August 14, 1976, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southwestern side of the right of way of the Augusta Road at the corner of Tract No. 3, now or formerly owned by J. W. Chandler and running thence with the line of said tract, S. 54-39 W 1,723 feet to an iron pin in the line of property now or formerly owned by I. P. Jordan; thence, with the line of said property, N. 87-43 W. 735.2 feet to an old stone; thence continuing along the line of said property, N. 10-08 E. 1,009.1 feet to an iron pin at the corner of property now or formerly owned by Ware Place Apparel; thence, with the line of said property, S. 76-08 E. 674.9 feet to an iron pin at the corner of Tract No. 1 thence, with the line of said tract, S. 76-18 E. 438.3 feet crossing a branch to an iron pin; thence, continuing with the line of tract No. 1, N.27-25 E.712 feet to an iron pin; thence continuing with the line of said tract, S. 89-16 E. 200.8 feet to an iron pin on the right of way of Augusta Road; thence, with the southwestern side of the right of way of Augusta Road, S. 41-39 E. 517 feet to an iron pin, the point of beginning.

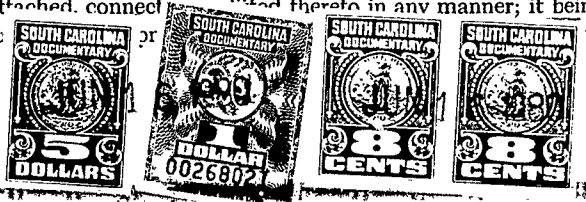
This is the identical property conveyed to the Grantors by deed of Robert Lewis McGill, et al, recorded on August 31, 1976 in Deed Book 1042 at page 131 in the R.M.C. Office for Greenville County.

Grantee does hereby assume and agree to pay the balance of that certain mortgage held by Home Savings and Loan Association, in the original amount of \$58,000.00 recorded in Mortgage Book 1470 at Page 642 and having a current balance of \$57,755.45. This is the same property deeded to Ling by deed of Richard C. Wilkinson and Helen Wilkinson dated April 28, 1980 and recorded in the R.M.C. Office for Greenville on May 6, 1980 in Vol. 1125 and Page no. 214.

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 thereto in any manner; it being the intention of the parties hereto that all such fixtures, be considered a part of the real estate.

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