



SECOND MORTGAGE

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THIS MORTGAGE is made this 6th day of July 1982 between the Mortgagor, Timothy L. Peck and Mary Luanna Peck (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Four thousand Five hundred eighty seven and 36/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 6, 82 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1986.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

All that piece, parcel or lot of land situate, lying and being on the southern side of Sycamore Drive, in the City of Greenville, County of Greenville, State of South Carolina, and known and designated as Lot No. 115 of a subdivision known as East Lynne Addition, plat of which is recorded in the RMC Office for Greenville County in Plat Book H, at Page 220. Said lot having such metes and bounds as shown thereon.

This property is conveyed subject to easements, conditions, covenants, restrictions and rights of way which are a matter of record and actually existing on the ground effecting the subject property.

This is the identical property conveyed to the Grantor herein by deed of Charles Francis Sweat, dated September 2, 1963, recorded September 17, 1963, in the RMC Office for Greenville County in Deed Book 732, at page 3.



which has the address of 213 Sycamore Dr. Greenville, S.C. 29607 (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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