



SECOND

MORTGAGE

BOOK 1577 PAGE 783

THIS MORTGAGE is made this 9th day of July 1982 between the Mortgagor, Horace Lee Edwards and Marietta S. Edwards

(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 Five thousand two hundred eighty four and 08/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 9th, 1982 (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 1985

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 in the county of Greenville, State of South Carolina, known and designated as Lot No. 73, shown on plat of the subdivision of Westminister Village, Sec. I, recorded in the RMC Office for Greenville County, in plat book 5 Page 40.

This is a portion of the land conveyed to grantor by Investors Five General Partnership by deed dated February 18, 1976 in deed vol. 1031 page 764 of the RMC office for Greenville County, South Carolina, and is conveyed subject to any restrictions, reservations, zoning ordinances or easements that may appear of record, on the recorded plat or on the premises.

DERIVATION CLAUSE

This is the same property conveyed by Westminister Company, Inc. by deed dated March 23, 1978 recorded March 23, 1978 in Volume 1075 Pate No. 816.

which has the address of Rt. 4 107 Norfolk Ave. Greer, S.C. 29651 (Street) (City) (herein "Property Address"); (State and Zip Code)

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 seised 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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