



SECOND MORTGAGE

THIS MORTGAGE is made this 12th day of August between the Mortgagor, James O. Skelton, Jr. and Marion T. Skelton (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 Eleven thousand four hundred twenty-one and 12/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 12, 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 October 1991

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 in Butler Township being-known and designated as Lot No. 37 of McSwain Gardens Subdivision, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book "GG", at Page 75 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northwestern side of Mimosa Drive at the joint front corner of Lots Nos. 36 and 37 and running thence with the northwestern side of Mimosa Drive N. 55-04 E. 12 feet to a point; thence continuing with the northwestern side of Mimosa Drive N. 64-19 E 75 feet to a point; thence following the curvature of the northwestern intersection of Mimosa Drive and McSwain Drive (the chord of which is N. 20-55 E. 36.4 feet) to a point; thence with the southwestern side of McSwain Drive N. 22-23 W. 136.5 feet to a point at the joint corner of Lots Nos. 37 and 38; thence S. 64-19 W. 119 feet to a point at the joint rear corner of Lots Nos. 36 & 37; thence S. 26-20 E. 163.3 feet to the point of beginning.

Derivation: Deed Book 1442 Page 179 Dated Aug. 24, 1978

DERIVATION: This is the same property conveyed by deed of Prestige Homes, Inc. to James O. Skelton, Jr. and Marian T. Skelton, dated 6/28/71, recorded 6/28/71, in volume 919, at page 107, of the RMC Office for Greenville County, SC.

Documentary Stamps are figured on the amount financed: \$6,008.44

which has the address of #1 McSwain Drive Greenville, S.C. 29615 (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 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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