FILED
GREENVILLE CO. S.C.
FEB 28 3 46 PM '83
DONNIE S. TANKERSLEY
R.M.C

SECOND

MORTGAGE

THIS MORTGAGE is made this 28th day of February, 1983, between the Mortgagor, James F. Henry (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY-FIVE THOUSAND AND NO/00 ($35,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated (herein "Note"), providing for payment in full 365 days from above date, with interest thereon quarterly at the rate of Prime + 2% per annum.

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 certain piece, parcel or lot of land, situate, lying and being in Greenville County, South Carolina, being shown and designated as Lot No. 96, on a plat of HOLLY TREE PLANTATION, Phase III, Section I, recorded in the RMC Office for Greenville County in Plat Book 6-H, at Page 75, and having, according to a more recent survey by Freeland & Associates, dated June 23, 1980, the following metes and bounds:

BEGINNING at an iron pin on the eastern side of Gilden Lane, joint front corner of Lots Nos. 96 and 97, and running thence with the common line of said lots, S. 68-00 E., 170.0 feet to an iron pin; thence with the rear line of lot No. 96, S. 36-36 W., 151.0 feet to an iron pin, joint rear corner of Lots Nos. 95 and 96; thence with the common line of said lots, N. 43-30 W. 165.0 feet to an iron pin on the eastern side of Gilden Lane; thence with Gilden Lane, N. 40-30 E., 35.0 feet; thence continuing with Gilden Lane, N. 31-00 E., 45.0 feet to an iron pin, the POINT OF BEGINNING.

This conveyance is subject to all restrictions, set back lines, roadways, zoning ordinances, easements and rights-of-way, if any, affecting the above property.

This being the same property conveyed to the mortgagor herein by Deed of Foothills Delta, P., Inc., dated June 30, 1980 and recorded in the RMC Office for Greenville County in Deed Book 1128, at Page 379.

This mortgage is junior in lien to that mortgage held by American Federal Savings & Loan Association, dated June 30, 1980, in the original amount of $67,500.00 and recorded in the RMC Office that same date in Mortgage Book 1506, at Page 407.

SOUTH CAROLINA
DOCUMENTARY STAMP TAX
FEB 1983
1.00

which has the address of 105 Gilden Lane (Street), Simpsonville (City),
S.C. 29681 (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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