



SECOND MORTGAGE

1544 420

THIS MORTGAGE is made this 4th day of June 1981 between the Mortgagor, Yester T. Rodgers and Ira Jean Rodgers (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 Six thousand eight hundred six and 52/100 Dollars, which indebtedness is evidenced by Borrower's note dated June 4th, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 1984.

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 the cul-de-sac of Cavendish Close, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 21 as shown on a plat of Gray Fox Run, prepared by C.O. Riddle, Registered Surveyor, dated November 6, 1975, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 5-P at page 9 and revised March 4, 1976, said revised plat being recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 5-P at page 16 and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Southern side of the cul-de-sac of Cavendish Close at the joint front corner of Lots Nos. 21 and 22 and running thence with the common line of said Lots S. 2-36 W. 116.6 feet to an iron pin at the joint rear corner of said lots; thence N.74-44 W. 128.1 feet to an iron pin; thence N.75-57 W. 40.8 feet to an iron pin at the joint rear corner of Lots Nos 11 and 21; thence N. 2-36 E. 31.3 feet to an iron pin at the joint rear corner of Lots 20 and 21; thence along the common line of said Lots N. 61-35 E. 142.5 feet to an iron pin at the joint front corner of said lots on the Southern side of said cul-de-sac; thence along cul-de-sac S. 57-54 E. 49.2 feet to the point of beginning.

This is the identical property conveyed to the Grantor herein by deed of Threatt Enterprises, Inc., dated May 15, 1978, and recorded on May 15, 1978 in Vol. 1079, on page 206.

The within conveyance is subject to such restrictions, setback lines, zoning ordinance, utility easements and rights of way, if any, as may affect the above described property.

This is the same property conveyed by deed of Bob Maxwell Builders, Inc. dated and recorded 8/4/78, in volume 1084, page 713 of the RMC Office for Greenville County, SC.

which has the address of #12 Cavendish Close Taylors, S.C. 29687 (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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