

SECOND MORTGAGE

THIS MORTGAGE is made this 30th day of January 1984, between the Mortgagor, Ann G. Capps (Osborne) (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL BANK, FSB, 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 Twenty Three Thousand Forty Six Dollars And No/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 30, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 5, 1994

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 in the City and County of Greenville, State of South Carolina, on the northwesterly side of Willow Springs Drive being shown and designated as Lot 8, Block C on plat of section 2 of East Highland Estates, recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book K at Page 44 and having according to said plat the following metes and bounds, to-wit;

Beginning on the north side of Willow Springs Drive at a point on the front corner of Lots 8 and 9 and running thence N. 55-08 E. 63.05 feet to the joint front corners of Lots 7 and 8; thence N. 52-50 W 165.3 feet to the joint rear corner of Lots 7 and 8; thence S 47-43 W 61 feet to the joint rear corners of Lots 8 and 9; thence S. 52-50 E. 157 feet to the point of beginning. Being the same property conveyed to the Grantors herein by Jimmy C. Dixon and Deleda D. Dixon by deed dated December 7, 1965 and recorded in the R.M.C. Office for Greenville County in Deed Book 787 at Page 570.

As a part of the consideration for this conveyance the Grantee herein assumes and agrees to pay the balance due on that certain mortgage given by the Grantors herein to Cameron-Brown Company dated December 7, 1965 in the original amount of \$9,200.00 and recorded in Mortgage Book 1016 at Page 79, and having a present unpaid balance of \$9, 154.95.

This is the same property conveyed by deed of Orin H. Garner, Jr. and Linda S. Garner unto Ann G. Capps dated April 29, 1966 recorded April 29, 1966 in Volume 797 at Page 344 of the R.M.C. Office for Greenville County, Greenville, South Carolina.

which has the address of 204 Willow Spring Drive, 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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