



SECOND MORTGAGE

BOOK 1571 PAGE 946

THIS MORTGAGE is made this 12th day of May 1982, between the Mortgagor, John G. Kelly, III and Mary L. Kelly (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 Twenty One Thousand Four Hundred Seventy and 40/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 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 June 1, 1989

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 with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, and shown as Lot No. 47 Edwards Forest, Section 4 on a plat recorded in Plat Book JJJ, Page 82 in the RMC Office for Greenville County and according to said plat, has the following metes and bounds, to-wit:

Beginning at an point on the Northern side of Elmwood Drive joint front corner of Lots No. 46 and 47 and running thence with the northerly side of Elmwood Drive S. 49-57 W. 100 feet; thence with the joint lines of Lots 47 and 48, N. 40-03W. 204.4 feet; thence N. 53-24 E. 100.2 feet; thence with the joint lines of Lots 46 and 47 S. 40-03 E. 198.4 feet to the beginning.

This being the same property conveyed to the Grantors herein by deed of Joint Ventures, Inc., dated August 28, 1975, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1023, at page 319 on August 28, 1975.

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record, on the recorded plat(s), or on the permits.

This is the same property conveyed by deed of John F. Beehner and Judith L. Beehner dated July 14, 1977 and recorded July 29, 1977 in the RMC Office of Greenville County in Deed Book 1061 at Page 462.

which has the address of 22 Elmwood Drive Taylors South Carolina 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 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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