



SECOND MORTGAGE

THIS MORTGAGE is made this 11th day of August 1982, between the Mortgagor, Charles N. Whiting and Marion S. Whiting (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 Nine thousand nine hundred forty eight and 24/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 11, 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 Sept. 1988.

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 parcel, piece or lot of land on Scuffle Town Road in the County and State aforesaid having according to plat drawn by Jones Engineering Services, dated August 16, 1965 the following metes and bounds:

Beginning at the S. W. corner of Scuffle Town Road N. 46-45 to iron pin at corner of property of H. N. Minyard, thence N. 67-00 E 260 feet to an iron pin thence S 46-45 E 210 feet to an iron pin thence S 67 W 260 feet to beginning corner.

This deed is subject to the Highway Department right-of-way as shown on plat of Jones Engineering Service, dated August 16, 1965.

Derivation Clause:

This is the same property conveyed by Henry Nevine Minyard, Siverleen Minyard, James T. Minyard, and Virginia Minyard dated October 4, 1965, recorded October 6, 1965 in Volume 783 on Page 466.

which has the address of Scuffletown Road Simpsonville, S.C. 29681 (Street) (City) (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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