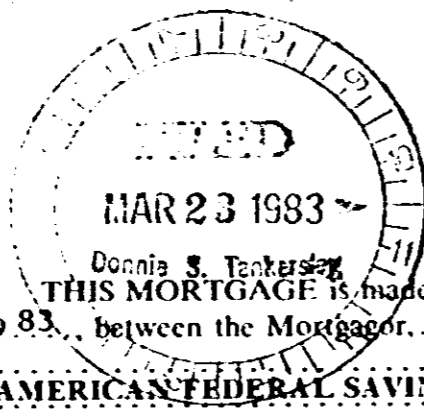


Documentary Stamps are figured on
the amount financed. \$ 7,008.84

SECOND

MORTGAGE

BOOK 1598 PAGE 962



THIS MORTGAGE is made this 6th day of January, 1983, between the Mortgagor, Robert F. Solley and Mary Ann Solley, (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 Seven thousand five hundred sixty four and 94/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 6th, 1983 (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 1983.

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, on the western side of Water Oak Way, in the Town of Mauldin, being known and designated as Lot No. 17 on a plat of Rustic Estates made by Piedmont Engineers, Architects and Planners, dated April 16, 1974, recorded in the RMC Office for Greenville County in Plat Book 4-r at page 71, and having according to said plat the following metes and bounds to -wit:

BEGINNING at an iron pin on the western side of Water Oak Way at the joint front corner of Lots Nos. 16 and 17 and running thence with the common line of said lots, N. 53-00 W., 177.55 feet to an iron pin on the line of property now or formerly belonging to David H. Cox; thence along the Cox line, S. 36-37 E., 100.0 feet to an iron pin at the joint rear corner of Lots Nos. 17 and 18; thence along the common line of said lots, S. 52-59 E., 222.90 feet to an iron pin on the northwestern side of Muscadine Drive; thence with the northwestern side of Muscadine Drive, N. 66-00 E., 12 feet to an iron pin at the intersection of Muscadine Drive with Water Oak Way; thence along the Western side of Water Oak Way, N. 24-07 E., 37.22 feet to an iron pin; thence continuing with the curve of the western side of Water Oak Way, the chords of which are N. 17-47 W., 9-50 feet to an iron pin, N. 5-27 W., 36.79 feet to an iron pin and N. 8-52 E., 23.48 feet to an iron pin, the point of beginning.

This is the same property recorded at the RMC office for Greenville County on deed dated December 22, 1977.

Derivation: This is the same property conveyed by deed of Werber Co., Inc unto Robert F. Solley, dated November 22, 1978, recorded November 22, 1978 in volume 1092 at page 485 of the RMC office for Greenville County, Greenville, S.C.

which has the address of 106 Water Oak Way Mauldin, S.C. 29662
[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.

0962

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