



SECOND MORTGAGE

BOOK 1556 PAGE 387

THIS MORTGAGE is made this 9th day of October 1981, between the Mortgagor, Dave A. Malone and Marjorie Malone (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 Three Thousand Four Hundred Ninety Seven and 80/100 Dollars, which indebtedness is evidenced by Borrower's note dated Oct. 9, 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 October 1, 1986;

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, situate, lying and being on the northern side of Galphin Drive, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 9 on a plat of Property of Alice M. Gilstrap, made by Piedmont Engineers, dated May, 1954, recorded in the RMC Office of Greenville County in Plat Book HH, at Page 63, and having according to said plat the following metes and bounds, to-wit:

Beginning at a point on the northern side of Galphin Drive at the joint front corner of Lots 9 and 10 and running thence along the line of Lot 10-16 W. 289.2 feet to a point in the line of Lot 6: thence along the line of Lot 6 N. 80-03 E. 90 feet to a point; thence along the line of Lot 8 S. 10-16 E. 289.2 feet to a point on the northern side of Galphin Drive; thence along the said Galphin Drive S. 80-03 W. 90 feet to the point of beginning.

This conveyance is made subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights of way, if any, affecting the above-described property.

This is the same property conveyed to the grantor herein by Deed recorded in the RMC Office for Greenville County, South Carolina Deed Book 997 at Page 91.

This is the same property conveyed by deed of King's, Inc. of Greenville, dated March 12, 1976 and recorded March 15, 1976 in the RMC Office of Greenville County in volume 1032 at Page 980.

which has the address of 405 Galphin Drive, Greenville, South Carolina 29609 (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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