



SECOND

MORTGAGE

BOOK 1559 PAGE 771

THIS MORTGAGE is made this 2nd day of December 1981 between the Mortgagor, Donald W. Leigh and Deborah A. Leigh (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 Thirteen thousand three hundred sixteen and 52/100 Dollars, which indebtedness is evidenced by Borrower's note dated (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 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 situate, lying and being in the State of South Carolina, County of Greenville, on the eastern side of Cane Creek Court cul de sac being shown and designated as Lot No. 85 on plat of Gray Fox Run prepared by C.O. Riddle, RLS dated November 6, 1975 and recorded in Plat Book 5-P at page 9 and being revised according to a plat dated March 4, 1976 and recorded in the RMC Office for Greenville County in Plat Book 5-P at Page 16, and having, according to said revised plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the eastern side of the Cane Creek Court cul de sac at the joint front corner of Lots 85 and 86 and running thence along the common line of said Lots, N 78-20 E 133.1 feet to an iron pin at the joint rear corner of said Lots; thence along the rear line of Lot 85, S 13-53 E 112.9 feet to an iron pin at the joint rear corner of Lots 85 and 83; thence with the joint line of said Lots, S 76-07 W 94.2 feet to the joint corner of Lots 83, 84 and 85; thence with joint line of Lots 84 and 85, N. 70-00 W. 120.6 feet to an iron pin on the eastern side of Cane Creek Court; thence with said Cane Creek Court, N 36-29 E 79.5 feet to an iron pin, the point of beginning.

This conveyance is subject to any and all existing reservations, easement, rights-of-way, zoning ordinances and restrictions or protective covenants that any appear of record or on the premises.

This is a portion of the property conveyed to the Grantor by deed of Clyde N. Strange dated November 12, 1974 and recorded in the RMC Office for Greenville County in Deed Book 1010 at page 243.

This is the same property conveyed by deed of Threatt Maxwell Enterprises, Inc., dated February 17, 1977 and recorded February 17, 1977 in the R.M.C. Office of Greenville County in Volume 1051, at page 177.

which has the address of 4 Canecreek Court, Taylors S.C. 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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