



MORTGAGE

THIS MORTGAGE is made this 13th day of November 1981 between the Mortgagor, Michael W. Murphy and Cherie E. Murphy (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 Six-Thousand Sixty-Three and 84/cents Dollars, which indebtedness is evidenced by Borrower's note dated Nov. 13, 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 January 1, 1985

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:

Michael W. Murphy and Cherie E. Murphy, their heirs and assigns forever:

All that certain piece, parcel or lot of land with all buildings and improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina being known and designated as Lot No. 46 as shown on a plat of MORNINGSIDE made by Dalton & Neves dated December 1952, recorded in Plat Book FF at Pages 83, 84 and 85 and having according to a more recent survey thereof entitled PROPERTY OF MICHAEL W. MURPHY AND CHERIE E. MURPHY made by Freeland & Associates dated June 25, 1981 the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Collingwood Drive (formerly Clearview Avenue) at the joint front corner lots 45 and 46 and running thence along the common line of said lots, N 35-53 E. 201.83 feet to an iron pin; thence S. 54-15 E. 172.92 feet to an iron pin on the northwestern side of Estanolle Street; thence along the northwestern side of Estanolle Street, S. 47-57 W. 127.31 feet to an iron pin; thence with the curve of the northwestern side of Estanolle Street, the chords of which are S. 66-12 W. 96.59 feet to an iron pin and S. 76.00 W. 30.62 feet to an iron pin; thence with the curve of the intersection of Estanolle Street and Collingwood Drive, the chord of which is N. 52-09 W. 31.06 feet to an iron pin on the northeastern side of Collingwood Drive; thence along the curve of the northeastern side of Collingwood Drive; the chord of which is N. 23-12 W. 54.50 feet to an iron pin, the point of beginning.

The above property is the same property conveyed to the grantors by deed of Marcelle F. Coker, now Marcelle F. Wagner by remarriage, recorded May 30, 1975 in Deed Book 1019 at Page 93 and is hereby conveyed subject to all rights of way, easements, conditions, public roads and restrictive covenants reserved on plats and other instruments of public record and actually existing on the ground affecting said property.

The grantees agree and assume to pay Greenville County property taxes for the tax 1981 and subsequent years. CONTINUED ON PAGE NO. 4.

which has the address of 15 Collingwood Dr., Greenville, S.C. 29615 (Street) (City) (State and Zip Code) (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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