



MORTGAGE

THIS MORTGAGE is made this 23rd day of June 1982 between the Mortgagor, Richard J. Murtaugh and Cheryl B. Murtaugh (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 Eighteen thousand, nine hundred, seventy-six and 44/100 Dollars, which indebtedness is evidenced by Borrower's note dated June 23, 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 July 15, 1990

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 piece, parcel of lot of land, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 17 shown on a plat of the subdivision of Westminister Village, Section 1, recorded in the RMC Office for Greenville County in Plat Book 5P-40, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwest side of Ambergate Court, the joint front corner of Lots 17, and 18, running thence S. 38-06 W. 128.06 feet to an iron pin in rear line of Lot 9; thence with rear line of Lots 1 and 10, N. 59-18 W. 133.57 feet to an iron pin joint rear corner with Lots 11 and 12; thence with joint line of Lots 12 and 17, N. 17-37 E. 110.90 feet to an iron pin joint rear corner of Lots 16 and 17; thence with the joint line of said Lots, S. 79-59 E. 144.13 feet to an iron pin on the southwest side of Ambergate Court; thence with the curve of Ambergate Court, the chord of which is S. 20-56 E. 51.44 feet to the point of beginning.

This is that same property conveyed by deed of James E. Bull and Carol S. Bull to Richard J. Murtaugh and Cheryl B. Murtaugh, dated 1/29/79, recorded 2/27/79, in Deed Volume 1097, at Page 482, in the R.M.C. Office for Greenville County, SC.

which has the address of 104 Ambergate Court, Greer (Street) (City) SC 29651 (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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