

RECORDED
NOV 17 1983

Doc. No. 1635-813
the amount of \$6,000.00

MORTGAGE

THIS MORTGAGE is made this 3rd day of October 1983 between the Mortgagor, Shirley A. Murrell (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 thirty one thousand, eight hundred and 40/100 Dollars, which indebtedness is evidenced by Borrower's note dated Oct. 3, 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 October 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 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, and being on the western side of a dirt road near Grove Road, and having the following metes and bounds according to a plat entitled Survey for C. B. Martin Co. dated March 30, 1970, by Piedmont Engineers and Architects:

Beginning at a point in the center of the said dirt road at the corner of property of C. B. Martin, Jr. and C. S. Martin and running thence with the line of said Martin property N. 80-04 W. 25 feet more or less to a point on the western side of said dirt road; thence continuing N. 80-04 W. 140.87 feet to a point; thence N. 9-29 E. 134.0 feet to a point; thence south 80-04 E. 159 feet more or less to a point in the center of said dirt road; thence with the center of said road S. 9-29 W. 87 feet more or less to a point; thence continuing with the center of said road S. 1-37 W. 47 feet more or less to the beginning.

This is the same property conveyed to Maggie M. Roach, W. C. Murrell and Falbia C. Murrell by deed of Luther G. Murrell, dated 9-20-74, and recorded in Deed Book 1007, page 221, RMC Office for Greenville County. On 9-26-77, Maggie M. Roach conveyed her undivided one-third interest in said property to W. C. Murrell and Falbia C. Murrell, Deed Book 1065, page 476, RMC Office, Greenville County. Falbia C. Murrell died intestate on September 18, 1980, leaving her husband, W. C. Murrell, and her two children, Luther G. Murrell and Brenda Joyce (Murrell) Carlson, as her only heirs at law.

As a part of the consideration for this transfer, the grantee agrees to pay off with interest, that certain mortgage executed by W. C. Murrell and Falbia C. Murrell unto Carl R. Thackston, in the amount of \$ 6,000.00, on September 30, 1977, which is recorded in records of Greenville County RMC Office in Mortgage Book 1411, page 593.

This is the same property conveyed by deed of Luther G. Murrell et al to Shirley Ann Murrell, dated 3-26-82, recorded 3-26-82, in volume 1165 at page 346 of the RMC Office for Greenville County, SC.

which has the address of 3 Stoney Point Drive, Greenville, SC 29605 (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 for the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized 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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