

*C.R.C. CH. 50  
ART. 317 P.U. '82  
DOA.  
H.M.C. RUSLEY*

EX-1570 pg. 103

EX-77 pg. 1224

## MORTGAGE

THIS MORTGAGE is made this 13th day of May, 1982, between the Mortgagor, Peter J. Ashy and Sandra G. Ashy (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 Sixteen thousand, three hundred, forty-four and 56/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 13, 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 November 15, 1982.

*Chorus: thence with the line or 100 feet along to the church, N. 45-45 E. 95 feet to an iron pin; thence N. 83-40 E. 36 feet, 6 inches with line now or formerly of J. Adger Smyth, Jr. to an iron pin; thence continuing with line of J. Adger Smyth, Jr., N. 76 E. 175 feet to an iron pin on Broadus Avenue; thence with Broadus Avenue N. 15-15 W. 100 feet to the beginning corner.*

This is the same property conveyed to the mortgagor herein by deed of Peter J. Ashy dated May 18, 1981 and recorded in the RMC Office of Greenville County in book 1148, at page 722.

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1917

*Received July 1st, 1982  
Sandra G. Ashy  
Sandra G. Ashy  
Margaret Ferguson*

which has the address of 107 Broadus Avenue, Greenville, Greenville County, South Carolina (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 household estate if this Mortgage is on a household) 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.

SOUTH CAROLINA -1 to 4 Family-5-75-FWMA FHLC UNIFORM INSTRUMENT

CCD 11-1 MYC 082

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4,000.00