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GREENVILLE, S.C.  
OCT 28 4 32 PM '83  
DUNN & BERSLEY  
R.M.C.

BOOK 1633 PAGE 56

# MORTGAGE

THIS MORTGAGE is made this 28th day of October 1983, between the Mortgagor, MICHAEL K. BOGARDUS AND PEGGY A. BOGARDUS (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL BANK, F. S. B. (herein "Lender"), a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA.

WHEREAS, Borrower is indebted to Lender in the principal sum of SEVENTY FIVE THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 28, 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 November 1, 2013.

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 or lot of land situate, lying and being in Greenville County, South Carolina, at the intersection of Parliament Road and Gateway Drive being known and designated as Lot No. 52, Merrifield Park, Section #2, according to a plat thereof recorded in the RMC Office for Greenville County in Plat Book WWW, Page 50, and having, according to a more recent survey prepared by Freeland and Associates, dated October 27, 1983, entitled "Property of Michael K. Bogardus and Peggy A. Bogardus", the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corner of Lots 51 and 52 and running thence N. 38-26 E. 155.0 to an iron pin; thence running with the line of Lot 53, S. 44-00 E. 100.0 feet to an iron pin; thence running with Gateway Drive S. 13-53 W. 109.0 feet to an iron pin; thence running S. 58-59 W. 35.3 feet to an iron pin; thence running with Parliament Road N. 62-04 W. 68.6 feet to an iron pin; thence continuing with said Road, N. 49-00 W. 65.0 feet to an iron pin, the point of BEGINNING.

THIS is the same property conveyed to the Mortgagor herein by deed of Merrill Lynch Relocation Management, Inc., dated October 26, 1983 and recorded simultaneously herewith.

RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF GREENVILLE COUNTY, SOUTH CAROLINA, ON OCTOBER 28, 1983, AT 4:32 PM. STAMP \$30.00 TAX

which has the address of 45 Parliament Drive Greenville, South Carolina 29615 (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 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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