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# MORTGAGE

BOOK 1546 PAGE 676

THIS MORTGAGE is made this 10th day of July, 1981, between the Mortgagor, Richard K. Toomey and Mary Lorraine Graef, (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 Fifty-Five Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 10, 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 July 1, 2011

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 situate, lying and being on the eastern side of Selwyn Drive in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 23 on a plat of Timberlake recorded in the RMC Office for Greenville County in Plat Book BB, at page 185, and having, according to said plat, and a more recent plat entitled "Property of Richard K. Toomey and Mary Lorraine Graef", the following metes and bounds:

BEGINNING at an iron pin on the eastern side of Selwyn Drive at the joint front corner of Lots Nos. 23 and 24 and running thence with the line of Lot No. 24, N. 82-16 E. 192.4 feet to an iron pin in the line of Lot No. 45; thence with the line of Lots Nos. 45 and 46 S. 2-03 W. 90.85 feet to an iron pin in the line of Lot No. 22; thence with the line of Lot No. 22 S. 84-16 W. 180.1 feet to an iron pin on the eastern side of Selwyn Drive; thence with the eastern side of Selwyn Drive N. 5-44 W. 90 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of Russell B. Westmoreland and Kristin Westmoreland, dated July 6, 1981, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1157, at page 517, on July 10, 1981.

In addition to and together with the monthly payments of principal and interest under the terms of the Note secured hereby, the mortgagor promises to pay to the mortgagee a monthly premium necessary to carry private mortgage guaranty insurance until the principal balance reaches 80 percent of the original sales price or appraisal, whichever is less. The estimated monthly premium for the first nine years will be .02 percent of the original amount of the loan. The estimated monthly premium for each year thereafter will be .01 percent of the original principal balance of this loan. The mortgagee may advance this premium and collect it as part of the debt secured by the mortgage if the mortgagor fails to pay it.

which has the address of 6 Selwyn Drive Greenville, S.C. (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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