100 Pisgah Dr., Greenville, SC 29609

MARCHBANKS, CHAPMAN, & HARTER, P.A. MORTGAGE OF REAL ESTATE.

111 TOY STREET, GREENVILLE, S. C. 29603

VOL 1640 546531

STATE OF SOUTH CAROLINA

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COUNTY OF GREENVILLE TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, W. DANIEL MURDOCK and LAURA F. MURDOCK,

thereinafter referred to as Mortgagor) is well and truly indebted unto JAMES G. BOUMAN.

thereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated Lecein by reference, in the sum of Thirty Five Thousand (\$35,000.00) and \_\_\_\_\_ Dollars (\$ 35,000,00) due and payable

Per terms of Promissory Note of even date

date with interest thereon from

at the rate of 12.25%

per centum per annum, to be paid per terms of note

WHEREAS, the Mortgagor may bereafter become undebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indicated to the Mortgagoe it any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgage in hand well and trolly gaid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, being much sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and issigns.

"ALL that certain piece, parcel or lot of land, with all improvements therein, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, and in Greenville Township, and being known and designated as Lot No. 3 of Block "B", in a subdivision known as "Kanatenah" as shown on revised plat thereof, made by Dalton & Neves, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book F at Pages 131 and 132, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the South side of Oregon Street, at a point 120 feet from the intersection of Oregon Street with Mitchell Street, said point being the joint corner of Lots 2 and 3 and running thence, with the joint line of said lots, S. 26-30 E. 165 feet to an iron pin, joint rear corner of Lots 2 and 3, thence N. 63-35 E. 60 feet to an iron pin, joint rear corner of Lots 3 and 4; thence with the joint line of said lots, N. 26-30 W. 165 feet to an iron pin on Oregon Street, joint corner of Lots 3 and 4; thence with Oregon Street, S. 63-35 W. 60 feet to the point of beginning.

This is the same property conveyed unto Mortgagors herein by Deed of James G. Bowman, dated December 16, 1983, and recorded the 19 day of December, 1983, in the RMC Office for Greenville County, South Carolina, in Deed Book 1262 at Page 687

 $\overset{oldsymbol{\sigma}}{\mathcal{C}}$  In the event of transfer of the above described property with assumption of the indebtedness represented by this mortgage, the above stated interest shall increase to Thirteen and one-fourth percent (13.25%). Payments shall be adjusted to amortize the remaining balance over the remaining portion of the original term of Thirty (30) years.

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TAX

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging to any way incident or appertuining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter situcked, connected, or fitted thereto in any manner, it being the intention of the parties hereto that all such futures and equipment, other than the Ausual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever

The Modgagor covenants that it is lawfully secred of the premises heremabore described in fee simple absolute, that it has good right and in lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagoe further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof