SOUTH CAROLINA FNAILE OF SECRETAIN & PARHAM, P.A.

FORM NO. 1012.39

App. 1712

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MORTGAGE

TILL'S MORTGAGE is made this SLEY day of April 19.73, between the Mortgagor, Charles W. Franks and Faye Lynch Franks

(herein "Borrower"), and the Mortgagee, Carolina National Mortgage Investment Co., Inca corporation organized and existing under the laws of South Carolina , whose address is P. O. Box 935, Charleston, South Carolina 29402 (herein "Lender").

Whereas, Borrower is indebted to Lender in the principal sum of Thirty-Two Thousand Two Hundred Fifty and No/100 (\$32,250.00). Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2003.

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 20 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: known as Lot #7, Peppertree Subdivision, Peppertree Section #1, on a plat dated February 17, 1972, and recorded in the R.M.C. Office of Greenville County in Plat Book 4N at Page 72, and having, according to said plat, the following metes and bounds:

BEGINNING at a point located on the Western side of Sundown Circle, a joint front corner of Lots 6 and 7; thence S. 78-24 W. 131.5 feet to a point; thence N. 15-52 W. 100.0 feet to a point; thence N. 38-27 E. 44.8 feet to a point; a joint corner of Lots 7 and 8; thence S. 65-00 E. 120.0 feet to a point located on said Western side of Sundown Circle; thence along the curve of said Western side of Sundown Circle S. 1-59 E. 30.0 feet to a point; thence S. 36-19 E. 30.0 feet to a point, the point of beginning.

The above property is subject to the Declaration of Covenants, Conditions and Restrictions recorded in the Office of the R.M.C. of Greenville County in Deed Book 947 at Page 513.

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, apportenances, 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 ceplacements 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 in the event this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised 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 casements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

For martage Re- Recard See R. Em. Sont 1286 pag-807