

# MORTGAGE

THIS MORTGAGE is made this 2nd day of December, 1977, between the Mortgagor, Louis J. Frank and Ann E. Frank, (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina (herein "Lender").

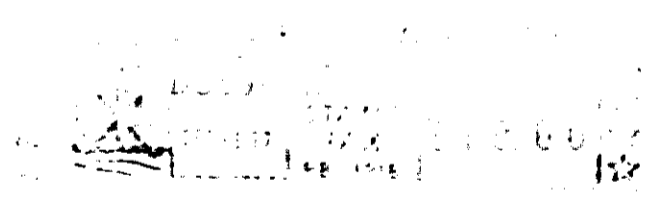
WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Five Thousand (\$25,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 2, 1977, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 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 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, with the buildings and improvements thereon, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 59, Map No. 2, Cherokee Forest, and having, according to a plat thereof recorded in the RMC Office for Greenville County, South Carolina, in Plat Book EE, Pages 190 and 191, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeast side of Cherokee Drive at the joint front corner of Lots Nos. 58 and 59 and thence with the joint line of said lots, N. 56-30 E. 186.6 feet to an iron pin in the joint rear corner of said lots; thence with the joint rear line of Lots Nos. 59 and 44, N. 33-30 W. 100 feet to an iron pin in the joint rear corner of Lots Nos. 59 and 60; thence with the joint line of said lots, S. 56-30 W. 185.4 feet to an iron pin in the joint front corner of said lots in the northeast side of Cherokee Drive; thence with the northeast side of Cherokee Drive, S. 32-49 E. 100 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Charles E. Medlicott and Joan A. Medlicott, dated December 2, 1977 and recorded in the RMC Office for Greenville County, S. C., in Deed Book 1069, Page 608, on December 5, 1977.



which has the address of 603 Cherokee Drive Greenville, S. C., 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 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 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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