

Box 1268, Greenville, S. C. 29602

RECORDED  
OCT 1 4 01 PM '79  
DONALD STANBERSLEY  
R.M.C.

BOOK 1482 PAGE 831

# MORTGAGE

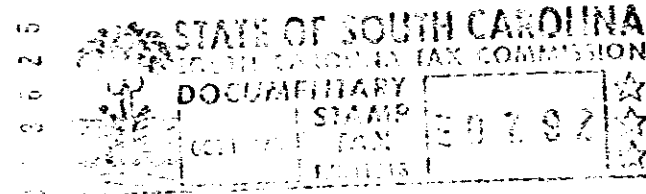
THIS MORTGAGE is made this 28th day of September 1979, between the Mortgagor, Faye L. Franks (herein "Borrower"), and the Mortgagee, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Nineteen Thousand Seven Hundred Twenty Seven and 87/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 28, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 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 \_\_\_\_\_ State of South Carolina:

All that piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, City of Greenville, shown as Unit C3 of McPherson Park Horizontal Property Regime, recorded in Master Deed 999 at pages 537-607, inclusive and on survey and plat, recorded in Plat Book 5 F at page 52, having such courses and distances as will appear by reference thereto.

Being the same property conveyed by Mark Anthony Michaud by deed recorded herewith.



which has the address of 10 C McPherson Park, Greenville, South Carolina 29601 (Street) (City) (State and Zip Code) (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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