

AUG 25 3 26 PM '82

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

BOOK 1578 PAGE 629

THIS MORTGAGE is made this 25th day of August 1982, between the Mortgagor, John O. Franks and Connie W. Franks (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

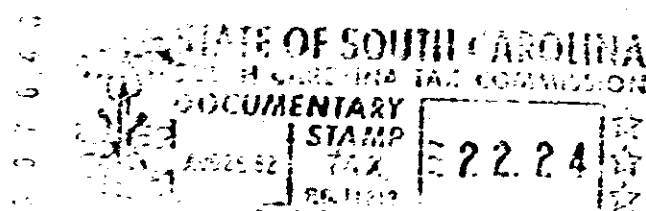
WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-Five Thousand Five Hundred Fifty and no/100ths (\$55,550.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 25, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 2010

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 tract of land, situate, lying and being in the State of South Carolina, County of Greenville, in the Town of Simpsonville, being known and designated as Lot #116 on a plat of POWDERHORN SUBDIVISION, Section III; said plat being recorded in Plat Book 7C, at page 4; and being shown and designated as Lot #116 on a more recent plat entitled "Property of JOHN O. FRANKS and CONNIE W. FRANKS", prepared by C.O. Riddle, RLS, dated August 24, 1982; said plat being recorded in the RMC Office for Greenville County in Plat Book 9-E, at page 59, and having, according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Lexington Court, joint corner with Lot No. 117 and running thence with the common line of Lot #117, S. 37-00 W., 120 feet to an old iron pin; thence turning and running N. 53-00 W., 80 feet to an old iron pin; thence turning and running with the common line of Lot #115, N. 37-00 E., 120 feet to an iron pin in or near the center of Lexington Court; thence turning and running with the said Lexington Court, S. 53-00 E., 80 feet to an iron pin, the point of beginning.

THIS being the same property conveyed to the Mortgagors herein by deed of The Equitable Life Assurance Society of The United States, a New York Corporation, as recorded in the RMC Office for Greenville County in Deed Book 1172, at page 721, recorded simultaneously herewith.



which has the address of 105 Lexington Court, Simpsonville, S.C. 29681 (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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