



Documentary Stamps are figured on the amount financed. \$ 30,632.24

MORTGAGE

BOOK 1594 PAGE 778

THIS MORTGAGE is made this 19th day of January 1983 between the Mortgagor, Benjamin W. Franklin and Cynthia L. Franklin (herein "Borrower"), and the Mortgagee, AMERICAN 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 Four Thousand One Hundred Dollars and Sixteen Cents Dollars, which indebtedness is evidenced by Borrower's note dated January 19, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 1987

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, situate, lying and being in the County of Greenville, State of South Carolina, and being known and designated as Lot No. 192 of Sunny Slopes Sub-division, Section Three, according to a plat prepared of said subdivision by C. O. Riddle, Surveyor, November 11, 1976, and which said plat is recorded in the R.N.C. Office for Greenville County, South Carolina, in Plat Book 6-H, at Page 11, and according to said plat having the following courses and distances, to-wit:

BEGINNING at a point on the edge of Kirksey Court, joint corner with Lot 193 and running thence with the common line with Lot 193, S. 57-11 W. 106.3 feet to a point, joint corner with Lots 193, 194, and 191; thence running with the common line with Lot 191, S. 32-49 E. 150 feet to a point on the edge of Bubbling Creek Drive and Kirksey Court, N. 11-27 E. 34.9 feet to a point on the edge of Kirksey Court; thence continuing with Kirksey Court, N. 34-17 W. 125 feet to a point on the edge of said Court, the point of Beginning.

The within property is conveyed subject to all easements, rights of way, restrictive covenants and zoning ordinances recorded or unrecorded.

This is the same property conveyed by deed of Brown Enterprises of SC Inc. to Benjamin W. and Cynthia Franklin, dated April 11, 1979 and recorded April 11, 1979 in the RMC Office for Greenville County in Deed Volume 1100 Page 308.

which has the address of Rt. 6 Bubbling Creek Drive Travelers Rest South Carolina 29690 (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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