Mortgagee's Mailing Address. - all College street, Greenville, o.C.

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

2008

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Stephen B. Franks and Sheron Dianne Franks

Alburn, Alabama

on the first day of

, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

July

First Federal Savings and Loan Association of South Carolina

, a corporation the United States organized and existing under the laws of , hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of

Dollars (\$ 20,250.00 Twenty Thousand Two Hundred Fifty and No/100-----

with interest from date at the rate of Twelve and no/1000 per centum (12.000 per annum until paid, said principal and interest being payable at the office of First Federal Savings and Loan Association of South Carolina %) Greenville, South Carolina Association of South Carolina in

or at such other place as the holder of the note may designate in writing, in monthly installments of Two Hundred Thirteen and 44/100-commencing on the first day of August , 1983, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto the Mortgagee, its successors and assigns, the following-described real estate situated in the County of Greenville State of South Carolina:

ALL that certain piece, parcel or lot of land, situate lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot Number 33 on a plat of New Hope Subdivision recorded in the RMC Office for Greenville County in Plat Book A at Page 307 and having, according to a more recent plat entitled "Property of Stephen B. Franks and Sheron Dianne Franks" dated June 10, 1983, prepared by Carolina Surveying Company, the following metes and bounds, to-wit:

Beginning at an iron pin on the northern side of Fortner Street at the joint front corner with Lot 32 and running thence along the joint line with Lot 32 N. 10-49 E. 147.6 feet to an iron pin at a joint corner with Lots 32, 29 and 28; thence running along a joint line with Lot 28 S. 79-15 E. 60 feet to an iron pin at the joint corner with Lots 28, 27 and 34; thence running along the joint line with Lot 34 S. 10-49 W. 147.6 feet to an iron pin on the northern side of Fortner Street at the joint front corner with Lot 34; thence running along the northern side of Fortner Street N. 79-15 W. 60 feet to an iron pin at the joint front corner with Lot 32, being the point of Beginning.

This is the same property conveyed to the Mortgagors herein by deed of William R. Sentell and Peggy D. Sentell dated January 31, 1983 and recorded in the RMC Office for Greenville County on January 31, 1983 in Deed Book 1181 at Page 631.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of an interest on the indebtedness evidenced by the said note, at the times and in the manner herein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

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