

MORTGAGE

FILED GREENVILLE

THIS MORTGAGE is made this 21st day of September 1983 between the Mortgagors Donald E. Franklin and Susan R. Franklin (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL BANK, FSB 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 Thirty-seven Thousand (\$37,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 21, 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 October 1, 2013

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 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 No. 62 of a subdivision known as Sedgefield Villas Townhomes according to a plat thereof dated August 11, 1983, prepared by Freeland and Associates and recorded in the R. M.C. Office for Greenville County in Plat Book 9-W at Page 36, and having such metes and bounds as shown thereon.

The fee title to the above lot is bounded by other lots and/or common property which has not been dedicated or accepted by the public and the fee title to said lot as shown on said recorded plat of Sedgefield Villas Townhomes as abutting upon such common property has been conveyed to the Sedgefield Villas Townhomes Association, Inc. for the common enjoyment of all of the residents in Sedgefield Villas Townhomes as evidenced by deed recorded in the R. M. C. Office for Greenville County, South Carolina, on September 15, 1983, in Deed Volume 1196 at Page 654.

This is a portion of the property conveyed to the mortgagors by deed of Fred J. Mappus, Jr., et al, recorded on June 13, 1973 in Deed Book 976 at page 704 in the RMC Office for Greenville County.

6.00 DOCUMENTARY TAX \$14.80

28714 ORM gcf Donald E. Franklin

which has the address of Unit 62 Sedgefield, Taylors, S.C. 29687 (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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