

MORTGAGE

VOL 1662 PAGE 462

FILED
GREENVILLE, S.C.
MAY 14 4 28 PM '84
HENNERSLEY

THIS MORTGAGE is made this 11th day of May 1984 between the Mortgagor, DONALD E. FRANKLIN and SUSAN R. FRANKLIN (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 ONE HUNDRED THIRTY THOUSAND AND NO/100 (\$130,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 11, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 13, 1984

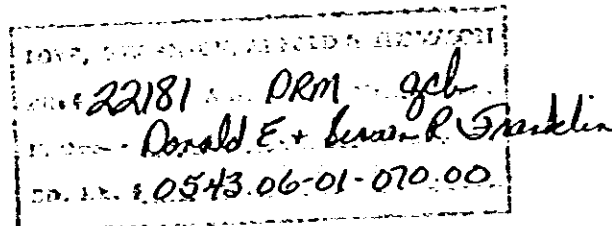
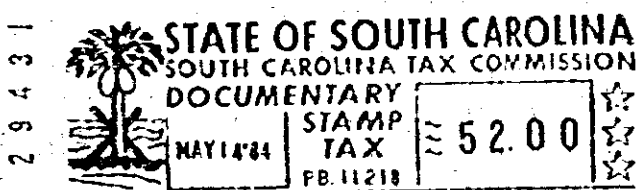
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 lot of land situate on the northern side of Cape Charles Drive in the County of Greenville, being shown as Lot No. 70 on a plat of Pelham Estates Subdivision, Section I, dated July, 1966, prepared by C. O. Riddle and recorded in Plat Book PPP at pages 28 and 29 in the R.M.C. Office for Greenville County, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Cape Charles Drive at the joint front corner of Lot No. 70 and Lot No. 71, and running thence with Lot 71, N. 23-19 W. 250 feet to an iron pin at the joint rear corner of Lot No. 70 and Lot No. 75; thence with Lot 75, N. 14-31 E. 55.9 feet to an iron pin in the line of property now or formerly of Maxie and Helen Green; thence with the Green Property, S. 75-29 E. 274.9 feet to an iron pin at the joint rear corner of Lot 69 and Lot 70; thence with Lot 69, S. 33-37 W. 150.6 feet to an iron pin on Cape Charles Drive; thence with said drive, S. 51-41 W. 70.7 feet to an iron pin; thence S. 28-24 W. 40.4 feet to an iron pin; thence S. 66-41 W. 25 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of McCall Construction Company, Inc., as Trustee, recorded on December 1, 1969, in Deed Book 880 at page 269 in the R.M.C. Office for Greenville County.

This mortgage is junior in lien to the first mortgage of First Federal Savings and Loan Association dated May 31, 1977, recorded in Mortgage Book 1399 at page 489 in the R.M.C. Office for Greenville County.



which has the address of 213 Cape Charles Drive, Greenville, South Carolina 29607 (Street) (City) (herein "Property Address"); (State and Zip Code)

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.

400 3 31A01

0 4 6 3

4328-11-21