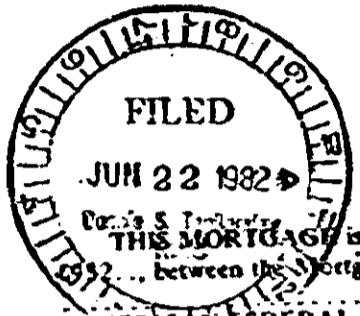


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BOOK 1573 PAGE 413



MORTGAGE

FILED
JUN 22 1982

THIS MORTGAGE is made this 2nd day of June 1982 between the Borrower, Terrell C. Franks and Edna McGuire Franks (herein "Borrower"), and the Mortgagee, AMERICA'S FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 191 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of forty-three thousand, five hundred, thirty-two and 40/100 Dollars, which indebtedness is evidenced by Borrower's note dated June 2, 1982 (herein "Note"), providing for monthly installments of principal and interest, due daily from July 16 beginning:

Being one of the lots conveyed to the grantors herein by deed of E.M. Bishop recorded in Deed Book 678, page 24, R.M.C. Office for Greenville County.

This being the same property conveyed to Terrell Chandler Franks and Edna Franks by deed from F.S. Leake, Sr., F.S. Leake, Jr. and C. Sidney Garrett recorded in the R.M.C. Office for Greenville County, South Carolina on April 10, 1962 in Deed Book 696 on Page 75, and dated April 6, 1962.

JUL 27 1982

July 27
Terrell C. Franks
Edna McGuire Franks
Margaret Engelmaier

SEARCHED INDEXED SERIALIZED FILED
JUL 27 1982

which has the address of 306 Maple Drive, Mauldin, S.C., 29662 (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 covenants, encumbrances or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

SOUTH CAROLINA - 1 to 8 Family - 6/75 - PMA/TITLE UNIFORM INSTRUMENT
LINE # 07-047272-06

327 RV-2