

**MORTGAGE**

Recorded on the amount of \$ 20,010.03

THIS MORTGAGE is made this 8th day of August 19 84, between the Mortgagor, Larry S. and Margaret A. Frank (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL BANK F.S.B., 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 nine thousand five hundred seventy nine & 60/100 (39,579.60) Dollars, which indebtedness is evidenced by Borrower's note dated August 8, 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 August 20, 1994

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, with the buildings and improvements thereon, situate, lying and being near the City of Greenville, in the County of Greenville, State of South Carolina, being known and designated as Lot 34 on plat of STONEWOOD SUBDIVISION, which plat is recorded in the RMC Office for Greenville County, in Plat Book 4-F, Page 16.

Being the same property conveyed to James P. Kay by deed of the Secretary of Housing and Urban Development, dated February 25, 1976, recorded in the RMC Office for Greenville County on March 29, 1976, in Book 1033 at page 76 and 762.

As consideration, the Grantees assume that certain mortgage on subject property given to Cameron Brown Company in the original amount of \$15,300.00, having a balance of \$14,914.23 now presently owing.

DERIVATION: This is the same property driven by deed of James P. Kay unto Margaret Ann Frank and Lawrence S. Frank, dated August 17, 1979, recorded August 17, 1979 in Volume 1109 at Page 614 of the RMC Office for Greenville County, Greenville, S. C.

ALL that certain piece, parcel and lot of land with improvements thereon, situate lying and being in the Town of Mauldin, County of Greenville, State of South Carolina, on the northwestern side of Mauldin Circle, near Hyde Circle, and being known and designated as Lot No. 3 on a plat of the property of H. C. Taylor, which plat is recorded in the RMC Office for Greenville County, South Carolina in Plat Book WW at Page 417, reference to said plat being hereby craved for the metes and bounds of said lot.

The above described property is the same acquired by the Grantors by deed from Scott Miller, recorded April 19, 1977 in the RMC Office for Greenville County, South Carolina, in Book 1054 at Page 845, and is hereby conveyed subject to rights of way, easements, conditions, public roads, restrictive covenants and zoning ordinances affecting said property.

As consideration, the Grantees assume that certain mortgage on subject property given to South Carolina National Bank in the original amount of \$21,000.00, having a balance of \$20,566.30 presently owing. Grantees assume and agree to pay Town of Mauldin and Greenville County property taxes for the tax year 1979 and subsequent years.

\* Continued on back page.

103 Cliffwood Court

Fountain Inn

102 Mauldin Circle

Mauldin

which has the address of

(Street)

(City)

South Carolina 29644

South Carolina 29662

(herein "Property Address");

(State and Zip Code)

GC10 - 3 SEP 1984

024

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 declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.