



MORTGAGE

BOOK 1573 PAGE 413

THIS MORTGAGE is made this 2nd day of June 1982, between the Mortgagor, Terrell C. Franks and Edna McCurley Franks (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 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, with the balance of the indebtedness, if not sooner paid, due and payable on July 16 1992;

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, lying and being in the County of Greenville, State of South Carolina, near the town of Mauldin and shown as Lot No. 64 on a plat of Peachtree Terrace recorded in Plat Book EE, page 189, and having according to said plat the following metes and bounds, to wit:

Beginning at an iron pin on the Southeasterly side of Maple Drive at the joint front corner of Lots 63 and 64 and running thence with the joint line of said lots, S. 47 E. 166.7 feet to an iron pin; thence S. 36. W 100 feet to an iron pin; thence S. 60 W. 25 feet to an iron pin at the joint rear corner of Lots 64 and 65; thence with the joint line of said lots, N. 37-56 W. 179.4 feet to an iron pin on the Southeasterly side of Maple Drive; thence with the side of said Drive, N. 46-28 E. 95 feet to an iron pin, the point of 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 Carrett recorded in the R.M.C. Office for Greenville County, South Carolina on April 10, 1962 in Deed Book 696 on Page 79 and Dated April 6, 1962.

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 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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