Fil En Mortgagee Add: Rt. 1, White Horse Rd. Greeville, SC 29611

2008 1593 FASE 379

STATE OF SOUTH CAROLINA d COUNTY OF GREENY LLI

MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

STEPHEN B. FRANKS and SHERON DIANNE FRANKS

(hereinafter referred to as Mortgagor) is well and truly indebted unto BEATTIE HUFF REAL ESTATE, INC.

(hereinaster referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Thirty-six hundred and no/100 ----- Dollars (\$ 3,600.00

upon sale of the property described below or on or before July 24, 1983, whichever first occurs, with no interest, except if note becomes past due, then until collected at the rate of 10 % per annum

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and NOW, KNOW ALL MEN, that the Mortgagor, in consideration of the aloresaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagoe at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of

ALL that certain piece, parcel, or lot of land, together with the improvements thereon, located in the County of Greenville, State of South Carolina, known and designated as Lot. No. 33 as shown on a plat of New Hope Subdivision, recorded in Plat Book A, Page 307, of the RMC Office for Greenville County, State of South Carolina, said lot having a frontage of 60 feet on the north side of Fortner Street, a parallel depth of 150 feet and a rear width of 60 feet.

This is the same property conveyed to the Grantors herein by deed of WILLIAM R. SENTELL and PEGGY D. SENTELL, dated January 31 , 1983, and recorded in the RMC Office for Greenville County on January 31, 1983, in Deed Book 1/8/ at Page 63/.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.