

MAR 11 1983  
W. S. [unclear]

# MORTGAGE

Documentary Stamps are figured on  
the amount financed: \$ 10,000.00

THIS MORTGAGE is made this 10th day of February 1983, between the Mortgagor, MaryAnnette Fricks (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION a corporation organized and existing under the laws of SOUTH CAROLINA whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Thousand, One Hundred, Forty Four, and 40/100ths Dollars, which indebtedness is evidenced by Borrower's note dated February 10, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 15, 1993

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, together with all buildings and improvements thereon, situate, lying and being on the north-western side of Emile Avenue, in Greenville County, South Carolina, being shown and designated as Lot No. 4, Block D, on a plat of property of J. Ed Means recorded in the RMC Office for Greenville County, S. C. in Plat Book J at pages 186 and 187, and being shown as Lot No. 30 on a plat of the property of American Bank & Trust Company made by R. E. Dalton, dated September 1924, recorded in the RMC Office for Greenville County, S. C. in Plat Book F at pages 254, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northwestern side of Emile Avenue at the joint front corners of Lot Nos. 28 and 30 (the old southeastern-most front corner of Lot No. 4, Block D); and running thence along the common line of said lots, S. 49-30 W., 175 feet to a point; thence along the rear line of Lot No. 31, N. 40-30 W., 75 feet to an iron pin at the corner of Lot No. 32; thence along the line of Lot No. 32, N. 49-30 E., 175 feet to a point on Emile Avenue; thence along the northwestern side of Emile Avenue, S. 40-30 E., 75 feet to the point of BEGINNING.

This is the same property conveyed by deed of Gerald R. Glur Real Estate Inc. to Billy Ray Fricks and Mary Annette Fricks, dated April 18, 1978 and recorded April 19, 1978 in the RMC Office for Greenville County in Deed Volume 1077 Page 336

Same property conveyed by will of Billy Ray Fricks (his 1/2 interest) to the following: Nicky Ray Fricks, Sandra D. Fricks, Mary A. Fricks, who died intestate November 3, 1980 file W1643 Apt. 7, Greenville County, SC.

This being the same property conveyed by deed of Nicy Ray Fricks and Sandra D. Fricks (their interest) to Mary Annette Fricks dated Feb. 23 1981 and recorded Feb. 25, 1981 in Book Vol. 1143 at page 251 in Greenville County, SC.

which has the address of 203 Emile Ave. Greenville, S. C. 29611 (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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4328-17-21

RECORDED  
1983  
MAR 11 1983