



VOL 1037 PAGE 41

MORTGAGE

Documentary Stamps are figured on the amount loaned: \$ 5438.71.

THIS MORTGAGE is made this 1st day of November, 1983, between the Mortgagor, Mamie Ann 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 Seven Thousand Six Hundred Sixteen dollars and 40/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 1, 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 November 15, 1988.

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 in the State and County aforesaid, being known and designated as Lot No. 12, as shown on a plat of Lincoln Town made by Dalton & Neves Engineers, dated June 1945 and recorded in the RMC Office for Greenville County in Plat Book S, at Page 39, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on Warehouse Court, joint front corners of Lots Nos. 11 and 12 and running thence along the line of said lots, S. 4-00 W. 166.2 feet to an iron pin line of Lot 78; Thence running with line of said lot, S. 86-0 E. 50 feet to an iron pin rear corner of Lot 13; thence running with line of said lot, N. 4-00 E. 176.3 feet to an iron pin on Warehouse Court; thence running with Warehouse Court, S. 82.40 W. 51 feet to an iron pin point of beginning.

This is that same property conveyed by deed of Leroy Franks to Mamie Ann Franks dated July 20, 1982 and recorded July 21, 1982 in deed Volume 1170 at Page 506 in the RMC Office of Greenville County, SC.

RECORDED
NOV 25 1983
1331

which has the address of 209 Warehouse Court Taylors, SC 29687 (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 declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

4.0000

