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GREENVILLE CO. S. C.

OCT 7 3 40 PM '75

REC-1350-503

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

BONNIE S. TANKERSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Irene L. Frank

(hereinafter referred to as Mortgagor) is well and truly indebted unto American Development Company

(hereinafter 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

Three thousand five hundred sixty-six and 67/100ths----- Dollars (\$ 3,566.67 ) due and payable on or before 90 days from date.

with interest thereon from date at the rate of eight (8%) per centum per annum, to be paid: at maturity.

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 of any other and further sums for which the Mortgagor may be indebted to the Mortgagee 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 <sup>unit</sup> of land, ~~with all appurtenances thereto or hereafter to be made thereto~~, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Unit No. 33 of The Highlands Horizontal Property Regime as is more fully described in Master Deed dated August 25, 1972, and recorded in the R.M.C. Office for Greenville County in Deed Vol. 953 at pages 113-182, and survey and plot plans recorded in Plat Book 4-S at Pages 20, 21 and 22, as amended by First Amendment to Master Deed dated March 5, 1974, and recorded in the R.M.C. Office for Greenville County in Deed Vol. 996 at Pages 45-99, inclusive, said new survey and plot plans being recorded in the R.M.C. Office for Greenville County in Plat Book 5-F at Pages 18-20.



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 Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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