

BOOK 1614 PAGE 440  
MORTGAGE

GREENVILLE, S.C. FILED

JUL 1 4 38 PM '83

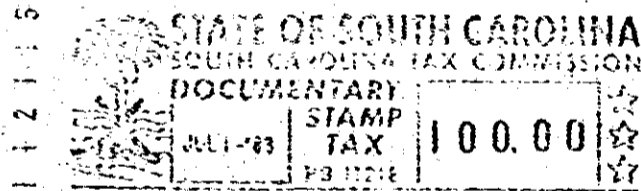
THIS MORTGAGE is made this 30th day of June 1983, between the Mortgagor, Donald E. Franklin (herein "Borrower") and the Mortgagee, AMERICAN FEDERAL BANK, F.S.B., a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Two Hundred Fifty Thousand and no/100 (\$250,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 30, 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 July 1, 1986

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 those lots of land situate in the County of Greenville, State of South Carolina, being shown as Lots 55, 56, 122, 126, 127, 62, 63, 48, 53, 49, 50, 51, 100, 101, 102, 103, 104, 110, 111, 40, 42, 43, 44, 45, 46, 123, 32, 33, 34, 35, 36, 37, 38, 39 on a plat of Holly Tree Plantation Subdivision, Phase III, Section II, dated April 3, 1979 and prepared by Piedmont Engineers, Architects and Planners and recorded in Plat Book 7-C at Page 27 in the RMC Office for Greenville County, South Carolina, reference being made to said plat for a more complete description as to metes and bounds.

This being a portion of the property conveyed to Mortgagor herein by deed of Holly Tree Plantation, a Limited Partnership, recorded in Deed Book 1102 at Page 140 on May 10, 1979 in the RMC Office for Greenville County, South Carolina.



163 JUL 1 1983

which has the address of Holly Tree Plantation Subdivision, Phase III, Section II, Greenville County, South Carolina (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

LOUIS THOMPSON, ATTORNEY AT LAW  
File # \_\_\_\_\_ Atty. DRM, AK  
N. O. \_\_\_\_\_  
D. Franklin

4328-102