

FILED
GREENVILLE CO. S. C.
MORTGAGE OF REAL ESTATE
JUL 20 2 32 PM '73
TO ALL WHOM THESE PRESENTS MAY CONCERN:
DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, FRANKLIN ENTERPRISES, INC.
(hereinafter referred to as Mortgagor) is well and truly indebted unto COTHRAN & DARBY BUILDERS, INC. AND M. G. PROFFITT, INC.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgage's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of TWENTY TWO THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$ 22,500.00) due and payable

as set forth in Note of even date herewith

with interest thereon from date at the rate of six per centum per annum, to be paid:

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 lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, near the City of Greenville, S.C. on the easterly side of Meadowood Lane, being known and designated as Lot No. 1 on plat entitled "Property of Franklin Enterprises, Inc." as recorded in the RMC Office for Greenville County, S.C. in Plat Book 4Y at page 139, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at a point in Meadowood Lane at the joint front corner of property now or formerly owned by Edgewood Baptist Church and running thence, N. 70-17 E., 9.3 feet to an iron pin; thence N. 70-17 E., 312.1 feet to an iron pin, the joint corner of property now or formerly owned by Edgewood Baptist Church and Fred H. Hudson; thence N. 70-23 E., 279.1 feet to an iron pin, the joint corner of Lot No. 1 and property now or formerly owned by Fred H. Hudson and F. Harold Gillespie; thence with line of Gillespie, S. 14-02 W., 301.4 feet to an iron pin, the joint rear corner of Lots No. 1 and 2; thence S. 84-57 W., 473.5 feet to an iron pin on edge of Meadowood Lane; thence S. 84-57 W., 9.81 feet to an iron pin in Meadowood Lane; thence with Meadowood Lane, N. 5-03 W., 135.35 feet to an iron pin, the point of beginning.

ALSO: ALL that certain piece, parcel or lot of land, with the buildings and improvements thereon, lying and being on the Easterly side of Meadowood Lane, near the City of Greenville, S.C. being known and designated as Lots No. 3 and 4 on plat entitled "Property of Franklin Enterprises, Inc." as recorded in the RMC Office for Greenville County, S.C. in Plat Book 4Y at page 139, and having, according to said plat, the following metes and bounds, to wit: BEGINNING at an iron pin in Meadowood Lane, said pin being the joint front corner of Lots 2 and 3 and running thence with the common line of said lots, N. 84-57 W., 10.67 feet to an iron pin on edge of Meadowood Lane; thence continuing with the common line of said lots N. 84-57 W., 425.1 feet to an iron pin, the joint rear corner of Lots 2 and 3; thence S. 14-02 W., 164.15 feet to an iron pin, the joint rear corner of Lots 3 and 4; thence S. 22-55 W., 222.7 feet to an iron pin; thence N. 86-27 W., 270.1 feet to an iron pin on edge of Meadowood Lane; thence N. 86-27 W., 12.7 feet to a point in Meadowood Lane; thence with Meadowood Lane, N. 4-42 W., 159.75 feet to a point; thence continuing with Meadowood Lane, N. 4-42 W., 149.84 feet to an iron pin, the point of beginning.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incidental or appertaining, and of all 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 such 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.

See Release July 1 Meadowood Lane, See Dec 12 1987 Pg. 92

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