

Oct 5 3 33 PM '75

BOOK 1050 PAGE 530

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

LOUISE S. TANKERSLEY  
R.M.C.

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: FRANKLIN ENTERPRISES, INC.

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto Fidelity Federal Savings & Loan Association, Citizens & Southern National Bank of South Carolina as trustee for James G. Bannon; & James P. McNamara & Catherine F. McNamara; & Holly Tree Plantation (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 Seven Thousand Seven Hundred

Eighty-Eight and 75/100- - - - - DOLLARS (\$ 7,788.75 ),  
with interest thereon from date at the rate of 7 per centum per annum, said principal and interest to be repaid:

Payable from the Construction loan proceeds of a second draw from Fidelity Federal Savings & Loan Association, covering Lot #50, Holly Tree Plantation.



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, on the western side of Holly Berry Court, being shown as Lot #50 on a Plat of Holly Tree Plantation, Phase II, Section 2, dated January 1974, prepared by Piedmont Engineers and Architects, recorded in Plat Book 5D at Page 48 in the RMC Office for Greenville County, and having according to said Plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Holly Berry Court at the joint front corner of Lot #49 and Lot #50 and running thence with Lot #49 S. 53-34 W. 127.55 feet to an iron pin at the joint rear corner of Lot #49 and Lot #50; thence N. 16 W. 75. feet to an iron pin; thence N. 0-30 W. 170 feet to an iron pin at the joint rear corner of Lot #50 and #51; thence with Lot #51 S. 53-46 E. 173.6 feet to an iron pin on Holly Berry Court; thence with said Court S. 33-52 W. 35. feet to an iron pin; thence still with said Court S. 7-05 E. 35. feet to the point of BEGINNING.

This is the same property conveyed to the Mortgagor by Deed of Holly Tree Plantation, a Limited Partnership, to be recorded herewith.

It is understood that this Mortgage is Junior in lien to a First Mortgage to Fidelity Federal Savings & Loan Association to be recorded herewith.

It is understood that of the \$7,788.75 stated hereinabove, \$6,114.02 is due to Fidelity Federal Savings & Loan Assoc.; \$820.59 is due to Citizens & Southern National Bank of South Carolina as Trustee for James G. Bannon; \$671.39 is due James P. McNamara & Catherine F. McNamara and \$182.75 is due Holly Tree Plantation, a Limited Partnership.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

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