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MORTGAGE OF REAL ESTATE-Offices of Love, Thornton, Arnold & Thomason, Attorneys at Law, Greenville, S. C.

Mortgagee's Address: 109 Murray Dr. Mauldin, SC 29662

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: JOSEPH E. CAMERON

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

WHEREAS, the Mortgagor is well and truly indebted unto FRANKLIN ENTERPRISES, INC.

(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 ONE HUNDRED

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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 southeastern side of Holly Park Lane being shown as Lot No. 111 on a plat of Holly Tree Plantation, Phase II, Section III-B dated April 20, 1978 prepared by Piedmont Surveyors, recorded in Plat Book 6-H at page 41 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 southeastern side of Holly Park Lane at the joint front corner of Lot 110 and Lot 111 and running thence with Lot 110 S 52-33 E 152.4 feet to an iron pin at the joint rear corner of Lot 110 and Lot 111; thence S 32-05 W 121.65 feet to an iron pin at the joint rear corner of Lot 111 and Lot 112; thence with Lot 112 N 52-10 W 163.5 feet to an iron pin on Holly Park Lane; thence with said lane N 37-27 E 120 feet to the point of beginning."

This is the same property conveyed to the mortgagor by deed of Franklin Enterprises, Inc. to be recorded herewith.

It is understood that this mortgage is junior in lien to a first mortgage to Southern Bank and Trust Company in the amount of \$9,500.00, to be recorded herewith.

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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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