

Mortgagee's Address:  
P. O. Box 1268  
Greenville, SC 29602

FILED  
GREENVILLE CO. S. C.

**MORTGAGE**

BOOK 1400 PAGE 317

JAN 30 11 38 AM '79

CONNIE S. TANKERSLEY

THIS MORTGAGE was made this 29th day of January 1979, between the Mortgagor, FRANKLIN ENTERPRISES, INC. (herein "Borrower"), and the Mortgagee, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY THOUSAND FOUR HUNDRED AND NO/100 (\$60,400.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 29, 1979 (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, 1980

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 that lot of land situate on the northeastern side of Plantation Drive being shown as Lot No. 23 on a plat of Holly Tree Plantation, Phase III, Section I, Sheet 2, dated September 1, 1978, prepared by Piedmont Engineers, Architects & Planners, recorded in Plat Book 6 H at page 75 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 northeastern side of Plantation Drive at the joint front corner of Lot 22 and Lot 23 and running thence with Lot 22 N 45-05 E 178.32 feet to an iron pin at the joint rear corner of Lot 23 and Lot 22; thence S 45-56 E 110 feet to an iron pin at the joint rear corner of Lot 23 and Lot 24; thence with Lot 24 S 47-00 W 170 feet to an iron pin on Plantation Drive; thence with said drive N 45-24 W 32 ft. to an iron pin; thence still with said drive N 52-52 W 73 feet to the point of beginning.

This is a portion of the property conveyed to the mortgagor by deed of Holly Tree Plantation, a Limited Partnership, recorded on September 7, 1978 in Deed Book 1086 at page 935 in the RMC Office for Greenville County.

RECORDED  
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which has the address of Plantation Dr., Simpsonville, SC 29681  
(State and Zip Code)  
(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 seized 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 Lender's interest in the Property.

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