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GREENVILLE CO. S. C.

OCT 18 PM '79

JOHN BANKERSLEY  
S.M.C.

Mortgagee's Address:  
n PO Dr 408, Gvl SC 29602

BOOK 1483 PAGE 253

# MORTGAGE

THIS MORTGAGE is made this 1st day of October, 1979, between the Mortgagor, FRANKLIN ENTERPRISES, INC., (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of EIGHTY-EIGHT THOUSAND AND NO/100 (\$88,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 1, 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 September 1, 2010;

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 southerly side of Holly Park Lane being shown as Lot 117 and part of Lot 116 on a plat of the Property of Holly Tree Plantation, Phase II, Sec. 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 also being shown as Lot 117 and part of Lot 116 on a plat of the Property of Franklin Enterprises, Inc. dated October 3, 1979, prepared by Freeland & Associates, recorded in Plat Book 7-R at page 32, and having according to said latter plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Holly Park Lane at the joint front corner of Lot 117 and Lot 118 and running thence with Holly Park Lane S 39-04 E 30 feet to an iron pin; thence still with Holly Park Lane S 70-05 E 25 feet to an iron pin at the joint front corner of Lot 116 and Lot 117; thence with a new line through Lot 116 S 20-53 E 184.21 feet to an iron pin; thence S 40-22 W 150 feet to an iron pin; thence N 47-00 W 160 feet to an iron pin; thence N 4-52 W 60 feet to an iron pin; thence N 36-45 E 186.17 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 May 5, 1978 in Deed Book 1078 at page 634 in the RMC Office for Greenville County.

The purpose of this mortgage is to correct the description in a mortgage from Franklin Enterprises, Inc. to First Federal Savings & Loan Association, recorded in Mortgage Book 1482 at page 835 in the RMC Office for Greenville County.

which has the address of Lot 117 - Holly Park Lane Simpsonville,  
(Street) (City)

S. C. (herein "Property Address");  
(State and Zip Code)

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 Lender's interest in the Property.

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