

State of South Carolina, FILED GREENVILLE CO. S.C. DEC 5 3 55 PM '84 County of GREENVILLE DONNIE S. TANKERSLEY R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONALD E. FRANKLIN and SUSAN R. FRANKLIN SEND GREETINGS:

WHEREAS, we the said Donald E. Franklin and Susan R. Franklin hereinafter called Mortgagor, in and by our certain Note or obligation bearing even date herewith, stand indebted, firmly held and bound unto THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA, hereinafter called Mortgagee, in the full and just principal sum of FIVE HUNDRED SIXTY THOUSAND AND NO/100 Dollars (\$560,000.00-), with interest thereon payable in advance from date hereof at the rate of C&S prime + 1/2% per annum; the principal of said note together with interest being due and payable in (one) one (1) year

from date installments as follows:

Beginning on March 5, 1985, and on the same day of each ninety (90) day period for interest payments thereafter, the sum of FIVE HUNDRED SIXTY THOUSAND AND NO/100, plus interest Dollars (\$560,000.00) and the balance of said principal sum due and payable on the 5th day of December, 1985.

The aforesaid payments are to be applied first to interest at the rate stipulated above and the balance on account of unpaid principal. Provided, that upon the sale, assignment, transfer or assumption of this mortgage to or by a third party without the written consent of the Bank, the entire unpaid balance of the note secured by this mortgage, with accrued interest, shall become due and payable in full or may, at the Bank's option, be continued on such terms, conditions, and rates of interest as may be acceptable to the Bank.

Said note provides that past due principal and/or interest shall bear interest at the rate of C&S prime + 1/2% per annum, or if left blank, at the maximum legal rate in South Carolina, as reference being had to said note will more fully appear; default in any payment of either principal or interest to render the whole debt due at the option of the mortgagee or holder hereof. Forbearance to exercise this right with respect to any failure or breach of the maker shall not constitute a waiver of the right as to any subsequent failure or breach. Both principal and interest are payable in lawful money of the United States of America, at

the office of the Mortgagee in Easley, South Carolina, or at such other place as the holder hereof may from time to time designate in writing.

NOW, KNOW ALL MEN, that the said Mortgagor in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said Note; and also in consideration of the further sum of THREE DOLLARS, to the said Mortgagor in hand well and truly paid by the said Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents DO GRANT, bargain, sell and release unto the said Mortgagee the following described real estate, to-wit:

ALL that lot of land, together with improvements thereon or hereinafter to be constructed, situate on the easterly side of Edwards Street and on the westerly side of Shockley Street in the County of Greenville, State of South Carolina, being shown as a tract containing 1.233 acres on a plat of the property of Don Franklin dated December 4, 1984, prepared by Freeland & Associates, recorded in Plat Book 11 B at page 49 in the R.M.C. Office for Greenville County, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Edwards Street, which iron pin is 70 feet, more or less, from Warehouse Drive, and running thence N. 61-05 E. 359.8 feet to an iron pin on the westerly side of Shockley Street' thence with said street S. 28-30 E. 230 feet to an iron pin; thence S. 61-30 W. 120 feet to an iron pin; thence N. 28-30 W. 120 feet to an iron pin; thence S. 61-05 W. 239.8 feet to an iron pin on Edwards Street; thence with said street N. 28-30 W. 109.13 feet to the point of beginning.

This is a portion of the property conveyed to Donald E. Franklin and Susan R. Franklin by deed of Fred J. Mappus, Jr., et al, recorded on June 13, 1973, in Deed Book 976 and at page 704 in the R.M.C. Office for Greenville County.

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