

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JAN 13 2 57 PM '75
DORRIS S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, FRANKLIN ENTERPRISES, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto FRANK ULMER LUMBER CO., 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

FIFTY THOUSAND NINE HUNDRED TWO AND 1/100----- Dollars (\$ 50,902.01) due and payable
as per the terms of said note,

with interest thereon from date at the rate of eight per centum per annum, to be paid: as per
the terms of said note.

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 northern side of Holly Berry Court being shown as Lot No. 51 on a plat of Holly Tree Plantation, Phase II, Section II, dated January 10, 1974, prepared by Piedmont Engineers and Architects, recorded in Plat Book 5D at Page 48 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 northern side of Holly Berry Court at the joint front corner of Lot 50 and Lot 51 and running thence with Lot 50 N. 53-46 W. 173.6 feet to an iron pin at the joint rear corner of Lot 50 and Lot 51; thence N. 0-30 W. 25 feet to an iron pin at the joint rear corner of Lot 51 and Lot 52; thence with Lot 52 S. 77-03 W. 184 feet to an iron pin on the western side of Holly Tree Lane; thence with said Lane, S. 29-15 E. 94.4 feet to an iron pin; thence still with said Lane, S. 33-00 E. 23.85 feet to an iron pin; thence with the curvature of the northwestern corner of intersection of Holly Tree Lane and Holly Berry Court, the chord being S. 12-30 W. 35.1 feet to an iron pin on the northern side of Holly Berry Court; thence with said Court, S. 58 W. 50 feet to an iron pin; thence still with said Court N. 83-10 W. 25 feet to an iron pin; thence still with said Court, S. 69-30 W. 25 feet to the point of beginning.

This mortgage is given as additional security to secure the repayment of a note executed by Donald E. Franklin and Susan R. Franklin in the original sum of Fifty Thousand Nine Hundred Two and 1/100 (\$50,902.01) Dollars, dated of even date herewith.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging 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 now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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