JAN 14 2 41 PH 76 DONNIE S. TANKERSLEY R.M.C.

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First Mortgage on Real Estate

## **MORTGAGE**

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Franklin Enterprises, Inc.

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

(\$52,000.00----), as evidenced by the Mortgagor's note of even date, bearing interest as stated in said note, and payable as therein stated or as modified by mutual agreement, in writing, the final maturity of which is 29 years after the date hereof, unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated herein by reference; and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account, including advances made by the Mortgagee on other or no security:

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 southwestern side of Old Town Way, being shown as Lot No. 27 on a plat of Holly Tree Subdivision, Section 1, Phase 1, Sheet 3 dated May 28, 1973, prepared by Enwright Associates, recorded in Plat Book 4X, at Page 34 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 southwestern side of Old Town Way at the joint front corner of Lot 27 and Lot 28 and running thence with Lot 28 S. 51-00 W. 167.66 feet to an iron pin at the joint rear corner of Lot 27 and Lot 28; thence N. 22-01-29 W. 151.06 feet to an iron pin; thence N. 35-59 E. 95 feet to an iron pin on the southwestern side of Old Town Way; thence with Old Town Way S. 54-01 E. 72 feet to an iron pin; thence still with Old Town Way with a curving line to the right in a southeasterly direction for a distance along the arc of 100.69 feet to the point of BEGINNING.

This is the same property conveyed to the mortgagor by deed of Holly Tree Plantation, a Limited Partnership, to be recorded herewith.



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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