

FILED
S. C.
OCT 18 AM '79
GREENVILLE
SHERSLEY

1484 978

Mortgagee's Address:
P. O. Drawer 408
Greenville, SC 29602

MORTGAGE

THIS MORTGAGE is made this 18th 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").

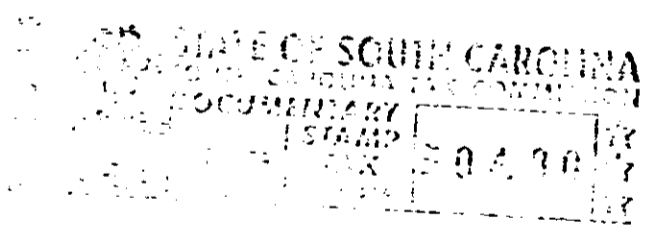
WHEREAS, Borrower is indebted to Lender in the principal sum of TWELVE THOUSAND AND NO/100 (\$12,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 18, 1979, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 1982;

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 piece, parcel of land in Austin Township being shown as adjacent to Lot 78 on a Plat of Holly Tree Plantation, Phase III, Section I, prepared by Piedmont Engineers and Architects, Surveyors, dated September 28, 1978, recorded in the RMC Office for Greenville County in Plat Book 6-H at page 74 and being further surveyed by Freeland & Associates dated August 28, 1979 and recorded in Plat Book 7-N at page 26 and having according to said latter plat the following metes and bounds, to-wit:

BEGINNING at a point on Plantation Drive and Lot 78 and running in a southerly direction S 1-54 W 230.0 feet to an iron pin; then S 77-36 W 123.8 feet to an iron pin; then N 1-54 E 258.4 feet to an iron pin; then S 89-10 E 120.0 feet to the point of beginning, and containing 0.67 ac.

This is the same property conveyed to the mortgagor by deed of Holly Tree Country Club, Inc. recorded on September 18, 1979 in Deed Book 1111 at page 784 in the RMC Office for Greenville County.



which has the address of Lot 130 - Plantation Drive (0.67 ac.), Simpsonville, S. C. 29681 (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 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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