Mortgagee's Address: PO Bx 16166, Sta. B, Gvl SC 29606

MORTGAGE OF REAL ESTATE Offices of Love, Thornton, Arnold & Thomason, Attorneys at Law, Greenville, S. C. FILED

27486 DRMS OPTERFENVILE CO. S. C.

Donald E. Franklin 548.1.1-25.8 SEP 9 12 10 PH '80 STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE H.M.C.

MORTGAGE

DONALD E. FRANKLIN

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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

WHEREAS, the Mortgagor is well and truly indebted unto KELLEY, 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 TWELVE THOUSAND AND NO/100--

-- DOLLARS (\$ 12,000.00),

with interest thereon from date at the rate of twelve per centum per annum, said principal and interest to be repaid: at the rate of \$3,000.00 per year plus interest at the rate of twelve (12%) per cent per annum on the unpaid balance, the first principal and interest payment being due one (1) year from date, and annually thereafter,

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, situate on the western side of McKinney Road being shown as a tract containing 4.66 acres on a plat of the property of Donald E. Franklin dated July 14, 1980 prepared by Freeland and Associates, recorded in Plat Book 7 at page 79 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 western side of McKinney Road at the corner of a 12.81 acre tract and running thence with said tract, S 85-00 W 582.6 feet to an iron pin; thence N 22-39 W 200.1 feet to an iron pin; thence S 49-33 W 210 feet to an iron pin; thence S 22-43 E 315.6 feet to an iron pin; thence N 86-34 E 668.9 feet to a spike near the center of McKinney Road; thence with said road N 9-13 E 254.8 feet to the point of beginning."

This is the same property conveyed to the mortgagor by deed of Kelley, Inc. to be recorded herewith.

STATE OF SOUTH CAROLINA

COUNTY CAROLINA TAX COMMISSION

DOCUMENTARY

SIAMP
TAX

FELITIES

10 1.80

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.

4328 RV.2