

FILED
GREENVILLE CO. S. C.

60-1603 PAGE 293

STATE OF SOUTH CAROLINA PH 1983
COUNTY OF DONNIE S. TANKERSLEY R.M.C.

MORTGAGE
OF
REAL PROPERTY

THIS MORTGAGE, executed the 21 day of April, 1983, by FRANKLIN ENTERPRISES, INC. (hereinafter referred to as "Mortgagor") to First National Bank of South Carolina (hereinafter referred to as "Mortgagee") whose address is Post Office Box 2568, Greenville, South Carolina 29602.

WITNESSETH:

IN CONSIDERATION of the sum of Three Dollars (\$3.00) paid to Mortgagor by Mortgagee and in order to secure the payment of a promissory note including any renewal, extension or modification thereof (hereinafter referred to as the "Note"), dated April 1983, to Mortgagee for the principal amount of Ninety Six Thousand and 00/100 (\$96,000.00) Dollars, plus interest thereon and costs of collection, including attorneys' fees, and to further secure all future advances or re-advances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note or any renewal, extension or modification thereof or evidenced by any instrument given in substitution for said Note, Mortgagor has granted, bargained, sold and released to Mortgagee and the successors and assigns of Mortgagee, and by this Mortgage does grant, bargain, sell, and release to Mortgagee and the successors and assigns of Mortgagee, all the following real property (hereinafter referred to as the "Property"):

ALL that lot of land situate on the Northerly side of Chestnut Oaks Circle in the County of Greenville, State of South Carolina being shown as a major portion of Lot 124 on a plat of Holly Tree Plantation Subdivision, Phase III, Section II prepared by Freeland & Associates recorded in Plat Book 7C at Page 27 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 Northerly side of Chestnut Oaks Circle at the joint front corner of Lot 123 and Lot 124 and running thence with Chestnut Oaks Circle S. 64-43 W. 78 feet to an iron pin; thence S. 76-20 W. 41 feet to an iron pin; thence with a new line through Lot 124, N. 0-04 W. 228.86 feet to an iron pin at the joint rear corner of Lot 118 and Lot 119; thence with Lot 119, N. 69-07 E. 45 feet to an iron pin at the joint rear corner of Lot 123 and Lot 124; thence with Lot 123, S. 18-46 E. 213.3 feet to the point of beginning.

This is the same property conveyed to the Mortgagor by deed of Donald E. Franklin to be recorded herewith.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX
38.40

LOVE, THORNTON, ASHOLD & TINKER
FILED 28530 DRM
M. DEED
Franklin Enterprises
BEN. BR. F.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted

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