

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

GREENVILLE S.C.
 FILED
 JUN 5 1 30 PM '83
 DONNIE S. ...
 R.H.C. ...

STATE OF SOUTH CAROLINA }
 COUNTY OF GREENVILLE } MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

EVELYN J. DAVIDSON } W. BRYAN DAVIDSON and
 (hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto FRANKLIN ENTERPRISES, 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 FIVE THOUSAND NINE HUNDRED

TWENTY-SEVEN AND no/100----- DOLLARS (\$5,927.00), with interest thereon from date at the rate of twelve per centum per annum, said principal and interest to be repaid:

in monthly installments of Five Hundred and no/100 (\$500.00) Dollars beginning June 1, 1983 and on the first day of each month thereafter until paid in full; in addition, W. Bryan Davidson and Evelyn J. Davidson agree to pay two payments of One Thousand and no/100 (\$1,000.00) Dollars due on September 1, 1983 and on December 1, 1983, with interest computed at the rate of twelve percent (12.0%) and paid with principal.

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 Briarwood Drive, and being shown as Lot No. 70 on a plat of Holly Tree Plantation, Phase III, Sec. ii, prepared by Piedmont Engineers, Architects and Planners, dated April 3, 1979 and recorded in the Office of the RMC for Greenville County in Plat Book 7-C at Page 27 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Briarwood Drive, at the joint front corner of Lots 70 and 69 and running thence with Lot 69 S. 76-56 W. 149.78 feet to an iron pin at the joint rear corner of Lots 69 and 70; thence N. 13-08 W. 110 feet to an iron pin at the joint rear corner of Lots 70 and 71; thence with Lot 71 N. 76-56 E. 149.85 feet to an iron pin on Briarwood Drive; thence with said Drive S. 13-04 E. 110 Feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of Franklin Enterprises, Inc. dated April 15, 1982 and recorded in the RMC Office for Greenville County, South Carolina on April 16, 1982 in Deed Book 1165 at Page 435.

This mortgage is second and junior in lien to that certain mortgage given by W. Bryan Davidson and Evelyn J. Davidson in favor of First Federal Savings and Loan Association dated May 31, 1983 and recorded in the RMC Office for Greenville County, South Carolina contemporaneously herewith.

STATE OF SOUTH CAROLINA
 SOUTH CAROLINA TAX COMMISSION
 DOCUMENTARY
 TAX STAMP
 JUN-83 02.40

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.

R.M.C.

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