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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

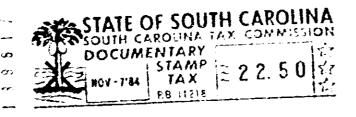
MORTGAGE OF REAL PROPERTY

WITNESSETH:

IN CONSIDER ATION 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 .November .7. 1984... to Mortgagee for the principal amount of -SEVENTY-FIVE THOUSAND AND NO/100(\$75,000.00) blars, 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 those lots of land situate in the County of Greenville, State of South Carolina, being shown as Lots Nos. 6, 7, 15, 16, 17, 93 and 98 on a plat of Holly Tree Plantation, Phase III, Section 1, Sheets 1 and 2, recorded in Plat Book 6-H at pages 74 and 75 in the R.M.C. Office for Greenville County, reference being made to said plats for a more complete metes and bounds description.

This is the same property conveyed to the mortgagor herein by deed of Franklin Enterprises, Inc. dated November 7, 1984, to be recorded herewith.



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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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