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

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

DONNIE S. VARKLASLEY R.H.C. **MORTGAGE**

TO ALL WHOM THESE PRESENTS MAY CONCERN: Franklin Enterprises, Inc.

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

WHEREAS, the Mortgagor is well and truly indebted unto Pebblecreek Development, a

Partnership

Description referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith.

(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

Four thousand eight hundred seventy-five and No/100LLARS (\$4,875.00), with interest thereon from date at the rate of per centum per annum, said principal and interest to be repaid: Payable from the proceeds of the second draw obtained from First

Federal Savings & Loan Association on a construction loan covering the property described heminbelow:

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 Wittlin Way, being shown as Lot No. 50 on a plat of Pebblecreek Subdivision, Phase 1, dated September 17, 1973, prepared by Enwright Associates, recorded in Plat Book 5-D at Page 4 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 Wittlin Way at the joint front corner of Lot 50 and Lot 51 and running thence with Lot 51, S 81-42 W 201.9 feet to an iron pin at the joint rear corner of Lots 43, 50 and 51; thence with Lot 43, S 82-06 W 35.92 feet to an iron pin at the joint rear corner of Lots 43, 44 and 50; thence with Lot 44, N 35-18 W 50.05 feet to an iron pin at the joint rear corner of Lots 44, 45 and 50; thence with Lot 45, N 1-30 E 15.5 feet to an iron pin at the joint rear corner of Lots 45, 46 and 50; thence with Lot 46, N 24-26 E 26.7 feet to an iron pin at the joint rear corner of Lots 46, 47 and 50; thence with Lot 47, N 77-23 E 28.1 feet to an iron pin at the joint rear corner of Lots 47, 48 and 50; thence with Lot 48, N 89-55 E 21.8 feet to an iron pin at the joint rear corner of Lots 48, 49 and 50; thence with Lot 49, N 88 E 22.6 feet to an iron pin at the joint rear corner of Lots 49 and 50; thence with Lot 49 N 66-30 E 178 feet to an iron pin on the western side of Wittlin Way; thence with said Way, S 8-08 E 125.7 feet to the point of beginning.

This is the same property conveyed to the Mortgagor by the Mortgagee by deed to be recorded forthwith.

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.



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