GREENVILLE CO. S. C.

Ther 5 2 12 PH '78 DONNIE S. TANKERSLEY R.M.C.

200x 1431 PAGE 1 72 Mortgagee's Address:

P. O. Box 1268 Greenville, SC 29602

First Mortgage on Real Estate

MORTGAGE

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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 FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C., (hereinafter referred to as Mortgagee) in the sum of TWO HUNDRED TWENTY-FOUR THOUSAND AND NO/100------ DOLLARS

), as evidenced by the Mortgagor's note of even date, bearing interest as stated in said (\$ 224,000.00 note, and payable as therein stated or as modified by mutual agreement, in writing, the final maturity of which years after the date hereof, unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated herein by reference; and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account, including advances made by the Mortgagee on other or no security:

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, on the westerly side of PLANTATION DRIVE being shown and designated as un unnumbered residential tract on a plat of PROPERTY OF HOLLY TREE COUNTRY CLUB dated December 1975, prepared by W. R. Williams, Surveyor, recorded in Plat Book 5-R at page 28 in the RMC Office for Greenville County, and also being shown as a tract containing 17.3 acres on a plat of the PROPERTY OF HOLLY TREE PLANTATION, Phase II, Section IIIB dated APRIL 20, 1978 by Piedmont, Surveyors, recorded in Plat Book 6-H at page 4 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 westerly side of Plantation Drive at the southwestern corner of the intersection of Plantation Drive and Holly Park Drive and running thence N 27-15 W 33 feet to an iron pin on the southern side of Holly Park Drive; thence with said drive N 75-57 W 47.6 feet to an iron pin; thence still with said drive N 69-37 W 101.3 feet to an iron pin; thence still with said drive N 67-25 W 97.14 feet to an iron pin at the northeastern corner of Lot 110 as shown on the aforementioned latter plat; thence with property now or formerly of Holly Tree Country Club, Inc. S 32-05 W 521.13 feet to an iron pin; thence S 40-22 W 584.02 feet to an iron pin; thence N 47-00 W 160 feet to an iron pin; thence N 4-52 W 286 feet to an iron pin; thence N 37-49 W 204.8 feet to an iron pin; thence N 22-14 W 209.7 feet to an iron pin; thence N 87-00 E 255.2 feet to an iron pin on the western side of Holly Park Drive; thence Un with said drive N 18-16 E 111.9 feet to an iron pin; thence still with said drive N 28-20 E 104.45 feet to an iron pin; thence still with said drive N 36-59 E 106.5 feet to an iron pin; thence N 62-41 E 142.8 feet to an iron pin; thence N 21-15 W 144.71 feet to an iron pin; thence N 66-15 E 210 feet to an iron pin; thence N 87-34 E 421.33 feet to an iron pin; thence S 2-22 E 453.6 feet to an iron pin on the northerly side of Holly Park Drive; thence with said drive S 69-35 E 98.1 feet to an iron pin; thence still with said drive S 76-00 E 52.9 feet to an iron pin; thence 38.48 feet to an iron pin on the westerly side of Plantation Drive; Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or (SEE in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, BELOW) 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.

**thence with said drive S 24-38 W 150 feet more or less to the point of beginning. This is the same property conveyed to the mortgagor by deed of HOLLY TREE PLANTATION, a Limited Partnership, to be recorded herewith.

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