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Mortgagee's Address: P. O. Box 1268 Greenville, SC 29602

First Mortgage on Real Estate

V.

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:

(\$ 350,000.00), as evidenced by the Mortgagor's note of even date, bearing interest as stated in said note, and payable as therein stated or as modified by mutual agreement, in writing, the final maturity of which is three 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,

ALL that certain piece, parcel or tract of land situate on the north-western side of Adams Mill Road (formerly known as Old Highway No. 14) in the County of Greenville, State of South Carolina being shown as a tract containing 32.3 acres more or less or 27.36 acres net on a plat of Holly Tree Plantation Phase III, Section 1, Sheet No. 1 and Sheet No. 2 dated September 1, 1978 prepared by Piedmont Engineers, Architects and Planners and having, according to said plats, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Adams Mill Road at the corner of other property of Holly Tree Plantation, a limited partnership, and running thence N. 39-43 W. 127.8 feet to an iron pin; thence N. 43-57 W. 100.7 feet to an iron pin; thence N. 50-51 W. 87.7 feet to an iron pin; thence N. 62-25 W. 67.28 feet to an iron pin; thence N. 85-48 W. 192.85 feet to an iron pin on the eastern side of Briarwood Drive; thence with Briarwood Drive N. 0-40 E. 30 feet to an iron pin; thence S. 86-51 W. 198.50 feet to an iron pin; thence S. 4-00 E. 15 feet to an iron pin; thence S. 19-30 W. 131.95 feet to an iron pin; thence S. 36-36 W. 151 feet to an iron pin; thence S. 59-52 W. 174.85 feet to an iron pin; thence S. 72-35 W. 279.85 feet to an iron pin; thence S. 85-31 W. 108.85 feet to an iron pin; thence N. 66-20 W. 166.23 feet to an iron pin; thence N. 13-04 W. 515 feet to an iron pin; thence N. 72-42 W. 167.54 feet to an iron pin on the eastern side of Briarwood Drive; thence with said Drive S. 7-27 E. 54.17 feet to an iron pin; thence S. 76-56 W. 50 feet to an iron pin on the western side of Briarwood Drive; thence with said Drive N. 7-30 W. 100 feet to an iron pin; thence S. 87-46 W. 162.6 feet to an iron pin; thence S. 77-36 W. 562.55 feet to an iron pin; thence N. 1-54 E. 230.04 feet to an iron pin on the southern side of Plantation Drive; thence with said Drive S. 88-05 E. 40 feet to an iron pin; thence N. 1-33 E. 25 feet to a point near the center of Plantation Drive; thence N. 11-31 E. 115.3 feet to an iron pin; thence N. Together with all and singular the rights, members, hereditaments, and appurenances 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,

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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