

FILED  
GREENVILLE CO. S.C.  
APR 30 1978  
CONNIE S. TANKERSLEY  
R.H.C.

Mortgagor's Address:  
P. O. Drawer 408  
Greenville, SC 29602



State of South Carolina  
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

FRANKLIN ENTERPRISES, INC.

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

WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagor) in the sum of

**SEVENTY-EIGHT THOUSAND EIGHT HUNDRED AND NO/100----- (\$78,800.00 )**

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note **does not contain** a provision for escalation of interest rate; Paragraph 9 and 10 of this mortgage provides for an escalation of interest rate under certain conditions, said rate to be repaid with interest as the rate or rates therein specified in installments of **(18 month loan)**

Dollars each on the first day of each month hereafter, or whenever, until the principal and the interest has been paid in full, such payments to be applied first to the payment of interest computed monthly on unpaid principal balance, and then to the payment of principal with the last payment of last month to be due and payable **18 mosxxx** after date, and

WHEREAS, said note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty days or more, then shall be any action to apply with and after the same, by Laws or the Charter of the Mortgagor, or any stipulations contained in this mortgage, the whole amount due thereon shall at the option of the holder thereof, be foreclosed forthwith, and paid by the Mortgagor, the right to sue to any person so upon, and sue and collect damages, costs and expenses, for the purpose of collecting said principal and interest, with costs and expenses for proceedings, and costs given to secure same, for the purpose of collecting said principal and interest, with costs and expenses for proceedings, and

WHEREAS, the Mortgagor may require before discharge of the Mortgage for cash, further sums as may be advanced to the Mortgagor's account for the payment of taxes, insurance premiums, or for any other purpose;

NOW KNOW ALL MEN, That the Mortgagor does hereby make and declare the payment thereof and no further sum which may be advanced by the Mortgagor to the Mortgagee, except as hereinabove set forth, in consideration of the sum of **Three Dollars** (\$3.00) to the Mortgagor and will not exceed **\$1.00** per month, during the term of this present mortgage whereof, the sum of **\$3.00** to be deposited into a trust fund, to be held by the Mortgagor, and to be used for the payment of taxes, insurance premiums, or for any other purpose, for the purpose of collecting said principal and interest, with costs and expenses for proceedings, and

All that certain piece of land with all improvements thereon, or hereafter to be constructed thereon, situated, lying and being in the State of South Carolina, County of Greenville, situate on the northeastern side of Plantation Drive being shown as Lot No. 11 on a plat of Holly Tree Plantation, Phase III, Section I, dated September 1, 1978, prepared by Piedmont Engineers, Architects and Planners, recorded in Plat Book 6-H at page 74 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 northeastern side of Plantation Drive at the joint front corner of Lot 10 and Lot 11 and running thence with Lot 10 N 38-40 E 177.8 feet to an iron pin at the joint rear corner of Lot 10 and Lot 11; thence S 52-20 E 101.4 feet to an iron pin at the joint rear corner of Lot 11 and Lot 12; thence S 29-27 W 178.2 feet to an iron pin on Plantation Drive; thence with said drive N 53-33 W 83 feet to an iron pin; thence still with said drive N 51-54 W 47 feet to the point of beginning.

This is a portion of the property conveyed to the mortgagor by deed of Holly Tree Plantation, a Limited Partnership, recorded on September 7, 1978 in Deed Book 1086 at page 935 in the RMC Office for Greenville County.

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