GEFFER OF THE S.C.

MORTGAGE

THIS MORTGAGE His 17th day of February

19.84 between the Mortgagor, Franklin Enterprises, Inc.

(herein "Borrower"), and the Mortgagee,

AMERICAN FEDERAL BANK, FSB

under the laws of THE UNITED STATES OF AMERICA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA

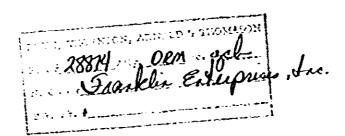
(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of ... ONE HUNDRED THOUSAND... AND NO/100 (\$100,000,00) - ... Dollars, which indebtedness is evidenced by Borrower's note dated. February 17, 1984. (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on. September 1, 1984....

ALL that lot of land situate on the northwestern side of Briarwood Drive in the County of Greenville, State of South Carolina, being shown as Lot No. 104 on a plat of Holly Tree Plantation Subdivision, Phase III, Section II, recorded in Plat Book 7-C at page 27 in the R.M.C. Office for Greenville County, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Briarwood Drive at the joint front corner of Lot 104 and Lot 105, and running thence with Lot 105, N. 38-04 W. 153.9 feet to an iron pin at the joint rear corner of Lot 104 and Lot 105; thence N. 59-52 E. 114.85 feet to an iron pin at the joint rear corner of Lot 103 and Lot 104; thence with Lot 103, S. 36-29 E. 145.59 feet to an iron pin on Briarwood Drive; thence with said drive S. 54-53 W. 64 feet to an iron pin; thence still with said drive S. 57-10 W. 46 feet to the point of beginning.

This is the same property conveyed to mortgagor herein by deed of Donald E. Franklin dated February 17, 1984, to be recorded herewith.



.....(herein "Property Addi

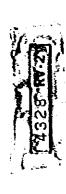
To Have and to Hold unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

SOUTH CAROLINA-1 to 4 Family: 6, 25-FNMA/FHLMC UNIFORM INSTRUMENT

1P 1C6 85 Processes James France Inc

4-0001



WINDOWS PERFORM