

DEC 15 12 35 PM '76

BOOK 1385 PAGE 273

DONNIE S. TANKERSLEY
R.M.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

C. Wayne Burdette and Marie H. Burdette

(hereinafter referred to as Mortgagor) is well and truly indebted unto FRANKLIN ENTERPRISES, INC.

(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 TWO HUNDRED SIXTY NINE AND 27/100 -----

Dollars (\$ 4,269.27) due and payable

TWO (2) YEARS FROM DATE

with interest thereon from DATE at the rate of EIGHT per centum per annum, to be paid:

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:

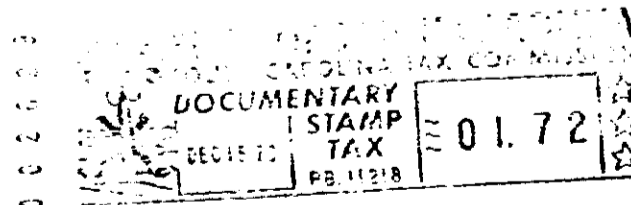
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the northern side of Ike's Road, being shown as a tract containing 1.31 acre, on a plat of the property of Franklin Enterprises, Inc. dated August 1975, prepared by C. O. Riddle, and recorded in Plat Book 5M at page 149 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 northern side of Ike's Road at the joint front corner of a 1.12 acre tract and a 1.31 acre tract and running thence with Ike's Road, N. 84-35 W., 170 feet to an iron pin in the line of property now or formerly of Franklin Enterprises, Inc.; thence with said property, N. 14-00 E., 369 feet to an iron pin near a branch; thence with said branch, S. 71-28 E., 73.5 feet to an iron pin; thence still with said branch, S. 53-24 E., 102.5 feet to an iron pin at the joint corner of a 1.12 acre tract and a 1.31 acre tract; thence S. 14-00 W., 298 feet to the point of beginning.

This is the same property conveyed to the mortgagors by the mortgagee, this 14th day of December, 1976 and recorded in the RMC Office for Greenville County in Deed Book 1047 at page 399.

It is understood and agreed that this mortgage is second and junior in lien to that mortgage held by Fidelity Federal Savings and Loan Association, recorded August 26, 1975 in Mortgage Book 1347 at page 15, in the original amount of \$28,000.00.

Mortgagee's address: Franklin Enterprises, Inc.
2320 East North St., Suite RR
Greenville, S.C. 29607



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging 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 now or hereafter attached, connected, or fitted thereto in any manner, it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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