

MORTGAGE

THIS MORTGAGE is made this 27th day of December, 1978, between the Mortgagor, FRANKLIN ENTERPRISES, INC., (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

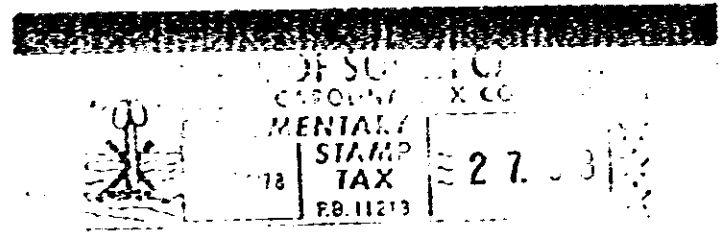
WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY-NINE THOUSAND TWO HUNDRED AND NO/100 (\$69,200.00) dollars, which indebtedness is evidenced by Borrower's note dated December 27, 1978, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 2009.....;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that lot of land situate on the northern side of Plantation Drive and on the eastern side of Gleneagles Court being shown as Lot No. 8 on a plat of the Property of Holly Tree Plantation, Phase III, Section I, Sheet 1, prepared by Piedmont Engineers, dated September 1, 1978, 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 eastern side of Gleneagles Court at the joint front corner of Lot 7 and Lot 8 and running thence with Lot 7 N 67-32 E 183.75 feet to an iron pin at the joint rear corner of Lot 7 and Lot 8; thence S 41-25 E 40 feet to an iron pin at the joint rear corner of Lot 8 and Lot 9; thence with Lot 9 S 39-17 W 208.25 feet to an iron pin on Plantation Drive; thence with said drive N 65-55 W 32 feet to an iron pin; thence still with said drive N 77-07 W 53 feet to an iron pin; thence N 25-49 W 40.49 feet to an iron pin on Gleneagles Court; thence with said court the following courses and distances: N 58-15 E 25 feet, N 30-16 E 25 feet; and N 0-46 E 25 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 1096 at page 935 in the RMC Office for Greenville County.



which has the address of Lot 8 Plantation Drive, Simpsonville, SC 29681 (herein "Property Address");

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 seized 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.

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