

FILED
GREENVILLE CO. S. C.

JUL 2 11 04 AM '79

DONALD STANFORD
R.M.C.

Mortgagee's Address:
PO Dr. 408
Gvl, SC 29602

1412-117

MORTGAGE

THIS MORTGAGE is made this 29th day of June, 1979, 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 EIGHTY-FOUR THOUSAND EIGHT HUNDRED AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated June 29, 1979, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2010.

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 westerly side of Holly Park Lane in the County of Greenville, State of South Carolina being shown as Lot 118 on a plat of Holly Tree Plantation, Phase II, Section III-B dated April 20, 1978, prepared by Piedmont Engineers, Surveyors, recorded in Plat Book 6-H at page 41 in the RMC Office for Greenville County and also being shown as Lot 118 on a plat of the Property of Franklin Enterprises, Inc. dated June 28, 1979 prepared by Freeland & Associates, recorded in Plat Book 7H at page 88 in the RMC Office for Greenville County and having according to said latter plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of Holly Park Lane at the joint front corner of Lot 117 and Lot 118 and running thence with Lot 117 S 36-45 W 186.17 feet to an iron pin; thence N 4-52 W 226 ft. to an iron pin; thence N 37-49 W 40 feet to an iron pin at the joint rear corner of Lot 118 and Lot 119; thence with Lot 119 S 78-56 E 207.05 feet to an iron pin on Holly Park Lane; thence with said lane S 76 W 26.4 feet to an iron pin; thence still with said lane S 40-38 W 35 feet to an iron pin; thence still with said lane S 0-23 E 35 feet to the point of beginning.

TOGETHER WITH a 20-foot easement for ingress and egress across Lot 117 to and from Holly Park Lane as shown on the aforementioned latter recorded plat. This easement is to be appurtenant and is to run with the land and shall also be for the benefit of the owners of Lot 117, their heirs and assigns.

This is a portion of the property conveyed to the mortgagor by deed of Holly Tree Plantation recorded on May 5, 1978 in Deed Book 1078 at page 634 in the RMC Office for Greenville County.

which has the address of (Lot 118) Holly Park Lane, Simpsonville
S. C. 29681
(State and Zip Code) (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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