

MORTGAGE OF REAL ESTATE—^{FILED} Offices of Love, Thornton, Arnold & Thomason, Attorneys at Law, Greenville, S. C.
GREENVILLE CO. S. C.

OCT 12 2 16 PM '77

Mortgagee's Address:
% Dr. James P. McNamara
2495 E. North St.
Greenville, SC 29615

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

DONNIE S. TANKERSLEY
R.H.C. MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: FRANKLIN ENTERPRISES, INC.

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

WHEREAS, the Mortgagor is well and truly indebted unto HOLLY TREE PLANTATION, a Limited Partnership (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 SEVENTY THOUSAND AND NO/100

----- DOLLARS (\$ 70,000.00),
with interest thereon from date at the rate of _____ per centum per annum, said principal and interest to be repaid: payable 120 days from date with no interest.

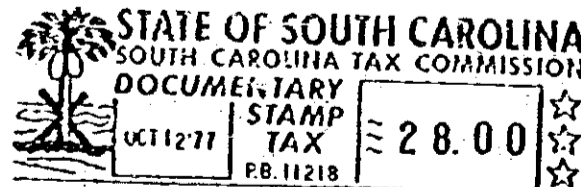
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, being shown and designated as an unnumbered residential tract on a plat of the property of Holly Tree Country Club, dated December 1975, prepared by W. R. Williams, Jr., Surveyor, recorded in Plat Book 5-R at page 28 and page 29 in the RMC Office for Greenville County, and also being shown as a tract containing 11.31 acres more or less, on a plat of the property of Holly Tree Plantation, Phase II, Section III, dated August 17, 1977, prepared by Piedmont Engineers-Architects-Planners, said latter plat having been recorded in Plat Book 6-H at page 10 in the RMC Office for Greenville County, reference being made to said latter plat for a more complete metes and bounds description.

This is the same property conveyed to the mortgagor by deed of the mortgagee, recorded on September 21, 1977, in Deed Book 1065 at page 241 in the RMC Office for Greenville County.

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

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