

MORTGAGE OF REAL ESTATE -

Mortgagee's Address: 109 ^{FILED} Murray Drive, Greenville, SC

BOOK 1438 PAGE 53

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JUL 13 10 47 AM '78
DUNNIE S. TANFERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Ben C. Sanders

(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

-----Three Thousand and No/100----- Dollars (\$ 3,000.00) due and payable
Payable in full when obligor obtains second draw from First Federal loan covering Lot 94 Holly Tree or 60 days from date, whichever occurs first; there is no interest due if paid at maturity, if not interest will then begin at a rate of Eight (8%) per cent per annum.

with interest thereon from _____ at the rate of _____ 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:

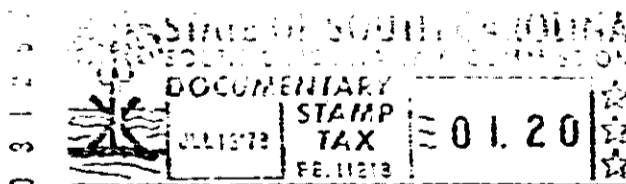
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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

ALL that lot of land situate on the southwestern side of Red Oak Court in the County of Greenville, State of South Carolina being shown as Lot No. 94 on a plat of Holly Tree Plantation, Phase II, Section III dated August 17, 1977, prepared by Piedmont Engineers, Architects and Planners, recorded in Plat Book 6-H at Page 10 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 southwestern side of Red Oak Court at the joint front corner of Lots 94 and 95 and running thence along the common line of said Lots S. 39-41 W. 162.1 feet to an iron pin at the joint rear corner of said lots; thence N. 19-30 W. 30.30 feet to an iron pin; thence N. 31-44 W. 124.67 feet to an iron pin on the south side of Plantation Drive; thence along said drive N. 44-13 E. 65.09 feet to an iron pin; thence N. 49-00 E. 40 feet to an iron pin at the intersection of Plantation Drive and Red Oak Court; thence S. 85-45 E. 35.19 feet to an iron pin on the southwestern side of Red Oak Court; thence along said court S. 40-30 E. 105 feet to an iron pin, the point of BEGINNING.

This being the same property conveyed to the mortgagor herein by deed of Franklin Enterprises, Inc. dated July 7, 1978 and to be recorded herewith.



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 such 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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