

Mortgagee's Address:
PO Bx 937
Greenville, SC 29602

FILED

BOOK 1491 PAGE 779

DEC 21 11 36 AM '79

CONSTRUCTION MORTGAGE
(Construction—Permanent)

THIS MORTGAGE is made this 21st day of December, 1979, between the Mortgagor, FRANKLIN ENTERPRISES, INC., (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SEVENTY-EIGHT THOUSAND AND NO/100 (\$78,000.00) Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated December 21, 1979, (herein "Note"), providing for monthly installments of interest before the amortization commencement date and for monthly installments of principal and interest thereafter, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2010;

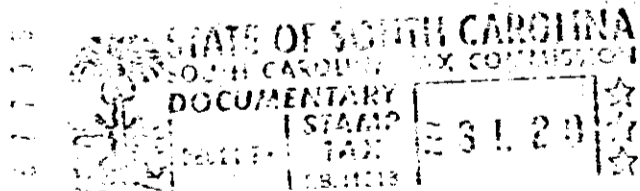
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage and the performance of the covenants and agreements of Borrower herein contained, (b) the performance of the covenants and agreements of Borrower contained in a Construction Loan Agreement between Lender and Borrower dated December 21, 1979, (herein "Loan Agreement") as provided in paragraph 24 hereof, and (c) 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 southwestern side of Plantation Drive in the county and state aforesaid, being shown as Lot No. 79 on a plat of Holly Tree Plantation Subdivision, Section I, Phase III, Sheet 1, dated September 1, 1978, prepared by Piedmont Engineers, Architects & Planners and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Plantation Drive at the joint front corner of Lot 79 and Lot 80 and running thence with Lot 80 S 18-32 W 160.75 feet to an iron pin at the joint rear corner of Lot 79 and Lot 80; thence with Lot 117 N 72-42 W 90 feet to an iron pin on the eastern side of Briarwood Drive; thence with said drive N 7-27 W 37 feet to an iron pin; thence still with said drive N 2-27 E 113 feet to an iron pin; thence N 52-33 E 32.07 feet to an iron pin on Plantation Drive; thence with said drive S 77-21 E 29 feet to an iron pin; thence still with said drive S 66-02 E 91 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 1086 at page 935 in the RMC Office for Greenville County.

Derivation:



which has the address of Lot 79 Plantation Drive (Holly Tree) Simp-
[Street] [City]
sonville, SC 29681 (herein "Property Address");
[State and Zip Code]

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 seised 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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