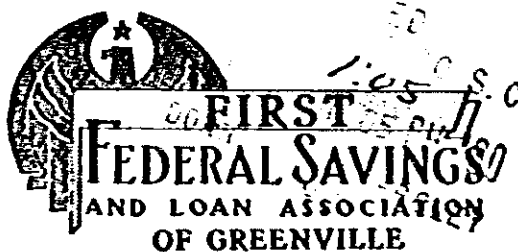


MORTGAGOR'S ADDRESS:
PO DR. 408, GVL SC 29602

BOOK 1507 PAGE 316

27424 DR. EP
Franklin Ent. Inc.
549.3-1-89



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

FRANKLIN ENTERPRISES, INC.

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

WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagee) in the full and just sum of

ONE HUNDRED THOUSAND AND NO/100----- (\$100,000.00)

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note does not contain a provision for escalation of interest rate (paragraphs 9 and 10 of this mortgage provides for an escalation of interest rate under certain conditions), said note to be repaid with interest as the rate or rates therein specified in installments of interest monthly

(\$) Dollars each on the first day of each month hereafter, in advance, until the principal sum with interest has been paid in full, such payments to be applied first to the payment of interest, computed monthly on unpaid principal balances, and then to the payment of principal with the last payment, if not sooner paid, to be due and payable 18 MOS, XX after date; and

WHEREAS, said note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty days, or if there shall be any failure to comply with and abide by any By-Laws or the Charter of the Mortgagee, or any stipulations set out in this mortgage, the whole amount due thereunder shall, at the option of the holder thereof, become immediately due and payable, and said holder shall have the right to institute any proceedings upon said note and any collaterals given to secure same, for the purpose of collecting said principal due, and interest, with costs and expenses for proceedings; and

WHEREAS, the Mortgagor may hereafter become indebted to the Mortgagee for such further sums as may be advanced to the Mortgagor's account for the payment of taxes, insurance premiums, repairs, or for any other purpose;

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortgagee to the Mortgagor's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing 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, the following described real estate:

All that certain piece, parcel, or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville on the northwesterly side of Briarwood Drive being shown as Lot 70 on a plat of Donald E. Franklin prepared by Freeland & Associates for Holly Tree Plantation, Phase III, Section II, recorded in Plat Book 7-C at page 26 in the RMC Office for Greenville County and also being shown as Lot No. 70 on a plat of Holly Tree Plantation, Phase III, Section II dated April 3, 1979, prepared by Piedmont Engineers, Architects & Planners, recorded in Plat Book 7-C at page 27 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 western side of Briarwood Drive at the joint front corner of Lot 69 and Lot 70 and running thence with Lot 69 S 76-56 W 149.78 feet to an iron pin at the joint rear corner of Lot 69 and Lot 70; thence N 13-08 W 110 feet to an iron pin at the joint rear corner of Lot 70 and Lot 71; thence with Lot 71 N 76-56 E 149.85 feet to an iron pin on Briarwood Drive; thence with said drive S 13-04 E 110 feet to the point of beginning.

This is the same property conveyed to the mortgagor by deed of Donald E. Franklin, to be recorded herewith.

RECORDED OCT 10 1980 10:22

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
RECORDED
OCT 10 1980

4328 RV-2