

Mortgage Guide
27512 IRM JPT
Franklin Enterprises, Inc

SEP 16 3 19 AM '80

GONNIE S. TANKERSLEY
R.M.C

MORTGAGE

(Renegotiable Rate Mortgage)

This instrument was prepared by:
LOVE, THORNTON, _____
ARNOLD & THOMASON _____
(Donald R. McAlister)

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THIS MORTGAGE is made this 15th day of September 19 80 between the Mortgagor, Franklin Enterprises, Inc (herein "Borrower"), and the Mortgagee, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION a corporation organized and existing under the laws of the United States whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

(\$93,750.00) Ninety-Three Thousand Seven Hundred Dollars, which indebtedness is evidenced by Borrower's note dated September 15, 1980 (herein "Note") which is attached hereto as Exhibit "A," the terms of which are incorporated herein by reference (including any and all renewals, extensions, renegotiations and/or modifications of the original Note), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 2011.

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 southern side of Briarwood Drive and on the eastern side of Chestnut Oaks Circle in the County of Greenville, State of South Carolina, being shown as Lot No. 129 on a plat of Holly Tree Plantation, Phase III, Section II dated April 3, 1972 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 plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the southern side of Briarwood Drive at the joint front corners of Lot 118 and Lot 129 and running thence with Lot 118 South 01-48 East 120 feet to an iron pin at the joint rear corners of Lot 128 and Lot 129, thence with Lot 128 North 78-15 West 164.54 feet to an iron pin on Chestnut Oaks Circle, thence with said Circle North 12-51 East 91.06 feet to an iron pin, thence North 63-09 East 31.94 feet to an iron pin on Briarwood Drive, thence with said Drive South 77-55 East 75 feet to an iron pin, thence still with said Drive South 88-32 East 35 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.

In addition to and together with the monthly payments of principal and interest under the terms of the Note secured hereby, the mortgagor promises to pay to the mortgagee a monthly premium necessary to carry private mortgage guaranty insurance until the principal balance reaches 80% of the original sales price or appraisal, whichever is less. The estimated monthly premium for the first nine years will be .02% of the original amount of the loan. The estimated monthly premium for each year thereafter will be .01% of the original principal balance of this loan. The mortgagee may advance this premium and collect it as part of the debt secured by the mortgage if the mortgagor fails to pay it.

which has the address of Lot 129, Briarwood Drive, Simpsonville, SC 29681 (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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