

Mortgagee's Address: PO BX 1268, Gvl 29602

27564 DRM SPT
Franklin Enterprises Inc
548.3-1-22

This instrument was prepared by:
LOVE, THORNTON, ARNOLD
& THOMASON (DRM)

FILED
MORTGAGE
Oct (Renegotiable Note Mortgage)
DONNIE S. TANKERSLEY
R.M.C

BOOK 1521 PAGE 28

THIS MORTGAGE is made this 17th day of October 1980, 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").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eighty-Seven Thousand Seven Hundred Fifty (\$87,750.00) Dollars, which indebtedness is evidenced by Borrower's note date October 17, 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 April 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 northeastern side of Plantation Drive in the County of Greenville, State of South Carolina, being shown as Lot No. 22 on a plat of Holly Tree Plantation, Phase III, Sheet No. 2, dated September 1, 1978 prepared by Piedmont Engineers, Architects and Planners, recorded in Plat 6H at page 75 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 northeastern side of Plantation Drive at the joint front corner of Lot 21 and Lot 22 and running thence with Lot 21 N 31-00 E 210 feet to an iron pin at the joint rear corner of Lot 21 and Lot 22; thence S 45-56 E 151.75 feet to an iron pin at the joint rear corner of Lot 22 and Lot 23; thence with Lot 23 S 45-05 W 178.32 feet to an iron pin on Plantation Drive; thence with said Drive N 52-52 W 8 feet to an iron pin; thence still with said Drive N 57-50 W 67 feet to an iron pin; thence still with said Drive N 68-26 W 30 feet to the point of beginning.

This 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 County for Greenville County.

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 No. 22, Holly Tree Plantation Greenville County, Simpsonville (Street) / South Carolina 29681 (City) (State and Zip Code) (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 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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