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GREENVILLE CO. S. C.  
JAN 30 3 46 PM '81  
DONNIE S. TANKERSLEY  
R.M.C.

Franklin Enterprises, Inc.  
Greenville, S.C. 29615

# MORTGAGE

(Construction—Permanent)

THIS MORTGAGE is made this 30th day of January, 1981, 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 One Hundred thousand and 00/100 (\$100,000.00) Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated January 30, 1981, (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 July 1, 1982;

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 January 30, 1981, 1981, (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 western side of Chestnut Oaks Circle, in the County of Greenville, State of South Carolina, being shown as Lot No. 64 on a plat of Holly Tree Plantation, Phase III, Section II, dated April 3, 1979 prepared by Piedmont Engineers, Architects and Planners, recorded in Plat Book 7-C at Page 27 in the office of the RMC for Greenville County, and according to said, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Chestnut Oaks Circle at the joint front corner of Lots 63 and 64 and running thence with Lot 63 S 86-31 W 190.65 feet to an iron pin at the joint rear corner of Lots 63 and 64; thence N 13-08 W 115 feet to an iron pin at the joint rear corner of Lot 64 and 65; thence with Lot 65 N 88-26 E 241.33 feet to an iron pin on Chestnut Oaks Circle; thence with said Circle S 13-08 W 110 feet to the point of beginning.

This being the same property conveyed to the Mortgagor by deed of Donald E. Franklin, dated and recorded of even date herewith.

Derivation:

which has the address of Lot 64, Chestnut Oak Circle, Holly Tree S/D, Simpsonville, [Street] [City]  
South Carolina (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 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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