

GREENVILLE, S.C.

12 35 PM '81

SONNIE ANNERSLEY
R.M.C.

BOOK 1533 PAGE 895

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Mortgagee's mailing address is: P.O. Box 937, Greenville, S.C. 29602

ICONS, DE. TEL. 548-13-1-111

27120 Dms LH
Franklin Enterprises Inc.
548-13-1-111

MORTGAGE (Construction)

THIS MORTGAGE is made this 27th day of February, 1981, between the Mortgagor, Franklin Enterprises, Inc., Donald E. Franklin, Individually, (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 Ninety-seven thousand six hundred and 00/100 (97,600.00) Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated February 27, 1981, (herein "Note"), providing for monthly installments of interest, with the principal indebtedness, if not sooner paid, due and payable on August 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 February 27, 1981, (herein "Loan Agreement") as provided in paragraph 20 hereof, and (c) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 17 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 certain piece, parcel or lot of land, situate on the southern side of Briarwood Drive in the County of Greenville, State of South Carolina and being shown as Lot No. 119 on a plat of Holly Tree Plantation, Phase III, Section II, dated April 3, 1979 prepared by Piedmont Engineers-Architects-Planners, and recorded in the Office of the RMC for Greenville County in Plat Book 7-C at Page 27 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 corner of Lots 118 and 119 and running thence with Lot 118 S 4-22 E 225 feet to an iron pin at the joint rear corner of Lots 118 and 119; thence with Lots 124, 123 and 122 S 69-07 W 120 feet to an iron pin at the joint rear corner of Lot 122 and Lot 121; thence with Lot 121 and Lot 120 N 5-55 E 190.52 feet to an iron pin on Briarwood Drive; thence with said drive, S 85-52 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 on even date herewith.

Derivation:

which has the address of Lot 119, Briarwood Dr., Hollytree 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, all fixtures now or hereafter attached to the property, and all appliances, building materials, and other moveables placed in or upon the property if the same were paid for, or were intended to be paid for, from the proceeds of this loan, 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 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 demand, 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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