

STATE OF SOUTH CAROLINA
COUNTY OF

GREENVILLE S.C.

MAY 15 3 33 PM '81
RECORDED
M.C. WATERSLEY

1541 350

**MORTGAGE
OF
REAL PROPERTY**

THIS MORTGAGE, executed the 15th day of May, 1981, by Franklin Enterprises, Inc. (hereinafter referred to as "Mortgagor") to First National Bank of South Carolina (hereinafter referred to as "Mortgagee") whose address is P.O. Box 2568, Greenville, S.C. 29602

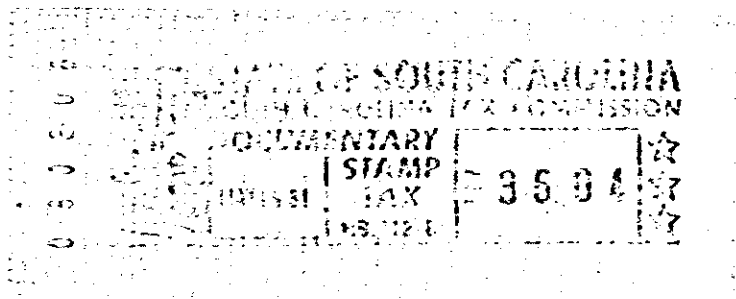
WITNESSETH:

IN CONSIDERATION of the sum of Three Dollars (\$3.00) paid to Mortgagor by Mortgagee and in order to secure the payment of a promissory note including any renewal, extension or modification thereof (hereinafter referred to as the "Note"), dated May 15, 1981, to Mortgagee for the principal amount of Eighty Seven Thousand Six Hundred & No/100 Dollars, plus interest thereon and costs of collection, including attorneys' fees, and to further secure all future advances or re-advances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note or any renewal, extension or modification thereof or evidenced by any instrument given in substitution for said Note, Mortgagor has granted, bargained, sold and released to Mortgagee and the successors and assigns of Mortgagee, and by this Mortgage does grant, bargain, sell, and release to Mortgagee and the successors and assigns of Mortgagee, all the following real property (hereinafter referred to as the "Property"):

ALL that lot of land situate on the southwest side of Chestnut Oaks Circle in the County of Greenville, State of South Carolina, the same being shown as Lot No. 59 on a plat of Holly Treet Plantation, Phase III, Section II, dated April 3, 1979 and prepared by Piedmont Engineers, Architects and Planners, recorded in the Office of the RMC for Greenville County in Plat Book 7C at Page 27, and having according to said plat, the following metes and bounds; to-wit:

BEGINNING at an iron pin on the southwestern side of Chestnut Oaks Circle at the joint front corner of Lots 59 and 60 and running thence with Chestnut Oaks Circle S 50-42 E 5 feet to an iron pin; thence still with said Circle S 67-09 E 49.8 feet to an iron pin; thence S 26-36 E 38 feet to an iron pin on the western side of Chestnut Oaks Court; thence with said Court S 13-56 W 70 feet to an iron pin at the joint front corner of Lots 58 and 59; thence with Lot 58 S 73-13 W 255.16 feet to an iron pin at the joint rear corner of Lots 58 and 59; thence N 13-08 W 75.8 feet to an iron pin at the joint rear corner of Lots 59 and 60; thence with Lot 60 N 59-34 W 245.3 feet to the point of beginning.

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



TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted

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