

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
S.C.

BOOK 1588 PAGE 401

DECEMBER 23 1982  
MORTGAGE  
OF  
REAL PROPERTY

THIS MORTGAGE, executed the 8th day of December 19 82 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 608, Greenville, S.C.

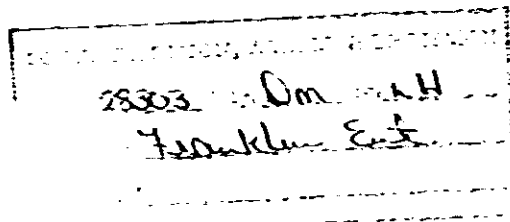
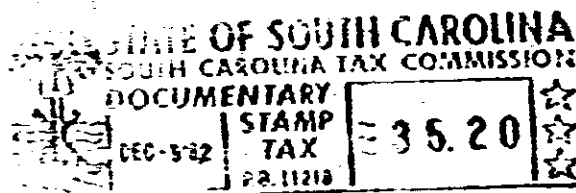
WITNESSETH:

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 December 8, 1982, to Mortgagee for the principal amount of Eighty Eight Thousand and no/100ths 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 certain piece, parcel or lot of land, situate, lying and being on the northern side of Chestnut Oaks Circle, in the County of Greenville, State of South Carolina, being shown as Lot No. 125 on a plat of Holly Tree Plantation, Phase III, Section II, recorded in the Office of the RMC for Greenville County in Plat Book 7-C at Page 27, and also being shown on a plat prepared for Franklin Enterprises, Inc. by Freeland and Associates, dated December 6, 1982, and having according to said latter plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Chestnut Oaks Circle at the joint front corner of Lot 125 and Lot 126 and running thence with Lot 126 N 24-22 E 224.0 feet to an iron pin; thence N 87-38 E 45.0 feet to an iron pin at the joint rear corner of Lot 125 and Lot 124; thence with the line of Lot 124, S 0-04 E 228.86 feet to an iron pin on the northern side of Chestnut Oaks Circle; thence with Chestnut Oaks Circle, the following courses and distances, to-wit: N 89-27 W 62.0 feet to an iron pin, N 78-47 W 44.0 feet to an iron pin, and N 67-17 W 35.0 feet to an iron pin, the point of beginning.

This is a portion of the property conveyed to the Mortgagor by deed of Donald E. Franklin, dated and recorded of even date herewith in the Office of the RMC for Greenville County in Deed Book 1178 at Page 632.



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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