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GREENVILLE S.C.

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DONNIE S. TANKERSLEY  
R.M.C.

PG. 1597 CASE 883

## MORTGAGE

THIS MORTGAGE is made this 14th day of March, 1983, between the Mortgagor, Franklin Enterprises, Inc., (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

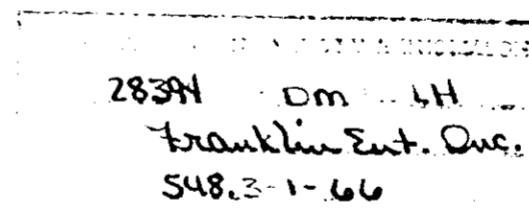
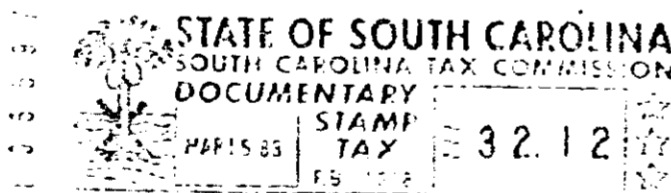
WHEREAS, Borrower is indebted to Lender in the principal sum of Eighty Thousand Two Hundred Fifty and no/100ths Dollars, which indebtedness is evidenced by Borrower's note dated March 14, 1984, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 14, 1984.....;

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 certain piece, parcel or lot of land, situate on the southern side of Briarwood Drive and the eastern side Chestnut Oaks Circle in the County of Greenville, State of South Carolina, the same being shown as Lot No. 47 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 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 Lot 47 and Lot 46 and running thence S 26-10 E 160.0 feet to an iron pin at the joint rear corner of Lot 47 and Lot 46; thence S 76-47 W 138.04 feet to an iron pin on Chestnut Oaks Circle; thence with said Circle N 19-41 W 106.05 feet to an iron pin at the intersection of Chestnut Oaks Circle and Briarwood Drive, the chord of which is N 22-30 E 37.15 feet to an iron pin on Briarwood Drive; thence with said Drive N 64-21 E 95.0 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.



which has the address of Lot 47, Chestnut Oaks Circle, Simpsonville, S.C. 29681 (Street) (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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