

FILED
GREENVILLE
SEP 28 2 23 PM '83

300-1527-423

MORTGAGE

THIS MORTGAGE is made this 26th day of September, 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 ONE HUNDRED TWENTY-EIGHT THOUSAND & NO/100 (\$128,000.00)rs, which indebtedness is evidenced by Borrower's note dated September 26, 1983, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 26, 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 lot of land situate on the westerly side of Holly Park Drive in the County of Greenville, State of South Carolina, being shown as Lot No. 121 on a plat of HOLLY TREE PLANTATION, PHASE II, Section IIIB, dated April 20, 1978, prepared by Piedmont Surveyors, recorded in Plat Book 6-H at page 41 in the R.M.C. Office for Greenville County, and having, according to said plat, the following metes and bounds to-wit:

BEGINNING at an iron pin on the western side of Holly Park Drive at the joint front corner of Lot 120 and Lot 121, and running thence with Lot 120, S. 63-14 W. 228.69 feet to an iron pin at the joint rear corner of Lot 120 and Lot 121; thence N. 22-14 W. 209.7 feet to an iron pin; thence N. 87-00 E. 255.2 feet to an iron pin on Holly Park Drive; thence with said drive S. 12-15 E. 50.6 feet to an iron pin; thence still with said drive S. 18-05 E. 58 feet to the point of beginning.

This is a portion of the property conveyed to the mortgagor by deed of Holly Tree Plantation, a Limited Partnership, recorded on May 5, 1978, in Deed Book 1078 at page 634 in the R.M.C. Office for Greenville County.

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LEWIS, THOMPSON, ARNOLD & THOMPSON
28726
Franklin Enterprises, Inc.
542-10-1-12

which has the address of Lot 121, Holly Park Drive, Simpsonville,
(Street) (City)
South Carolina 29853 (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 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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