

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE S.C.

1983 NOV 22  
R.M.C. OFFICE

MORTGAGE  
OF  
REAL PROPERTY

THIS MORTGAGE, executed the 22nd day of November 1983 by  
FRANKLIN ENTERPRISES, INC. (hereinafter referred to as "Mortgagor")  
to First National Bank of South Carolina (hereinafter referred to as "Mortgagee"), whose address is  
Post Office Box 2568, Greenville, South Carolina 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 June 13, 1983 to Mortgagee for the principal amount of ~~Ninety-Two Thousand and no/100~~ (\$92,000.00) 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 together with improvements thereon situate, lying and being on the northerly side of Chestnut Oaks Circle, in the County of Greenville, State of South Carolina, being shown as Lot 123 on plat of Holly Tree Plantation, Phase III, Section II, dated April 3, 1979, prepared by Piedmont Engineers, Architects and Planners, recorded in Plat Book 7-C at page 27 in the R.M.C. Office for Greenville County, South Carolina, and having, according to said 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 Lots 123 and 124 and running thence with Lot 124 N. 18-46 W. 213.3 feet to an iron pin at the joint rear corner of Lots 123 and 124; thence with Lot 119, N. 69-07 E. 45 feet to an iron pin at the joint rear corner of Lots 122 and 123; thence with Lot 122, S. 43-04 E. 184.48 feet to an iron pin on Chestnut Oaks Circle; thence with said Circle S. 42-57 W. 28 feet to an iron pin; thence still with said Circle S. 51-53 W. 102 feet to the point of beginning.

This is the same property conveyed to mortgagor by deed of Donald E. Franklin recorded on June 13, 1983, in Deed Book 1190 at page 105 in the R.M.C. Office for Greenville County.

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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Franklin Ent. Inc.  
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