

MORTGAGE OF REAL ESTATE BY A CORPORATION — Prepared by WILLIAMS & HENRY, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA } FILED
COUNTY OF GREENVILLE } 15 CC S.C.
JAN 5 3 13 1984

MORTGAGE OF REAL ESTATE BY A CORPORATION
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, ^{DONOR} Brown Properties S.C., Inc.

a corporation chartered under the laws of the State of South Carolina (hereinafter referred to as Mortgagor) is well and truly indebted unto Donald E. Franklin

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

-----Twenty Thousand Five Hundred and No/100-----Dollars (\$ 20,500.00) due and payable in nine (9) equal monthly payments of Two Thousand Two Hundred Seventy-Five and No/100 (\$2,275.00) Dollars each beginning January 1, 1984, and on the first day of each month thereafter until paid in full,

with interest thereon from September 2, 1984 at the rate of twelve per centum per annum, to be paid: annually until paid in full; all interest not paid when due to bear interest at the same rate as principal.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

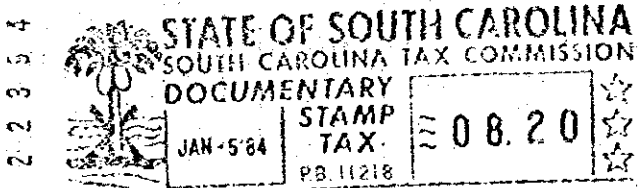
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, the Mortgagee's heirs, successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville

ALL those lots of land situate in the County of Greenville, State of South Carolina, being shown as Lot Nos. 33, 34, and 51 on a plat of Holly Tree Plantation Subdivision, Phase III, Section II, dated April 3, 1979, recorded in Plat Book 7-C at Page 27 in the R.M.C. Office for Greenville County, reference being made to said plat for a more complete metes and bounds description.

The within property is the identical property conveyed to the Mortgagor herein by Donald E. Franklin by deed dated December 16, 1983, which said deed is being recorded simultaneously with the recording of the within instrument.

It is agreed by the acceptance of the within mortgage that the Mortgagee herein will release from the lien of the within mortgage any of the aforesaid lots upon the principal payment set forth hereinafter and will execute any and all documents necessary to effectuate said release. Lot 33 shall be released upon the payment of \$7,500.00. Lot 34 shall be released upon the payment of \$8,500.00, and Lot 51 shall be released upon the payment of \$4,500.00. All principal payment installments called for under the promissory note shall be applied toward the release fee of one or more of the aforesaid lots at the option of the Mortgagor.



2-23-84

LOT 33 34 51

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that is is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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