

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

**MORTGAGE  
OF  
REAL PROPERTY**

FILED  
S.C.C.  
APR 24 2 53 PM '84  
GREENVILLE  
R.M.C.

THIS MORTGAGE, executed the 23rd day of April, 1984, 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 2568, Greenville, South Carolina 29602.

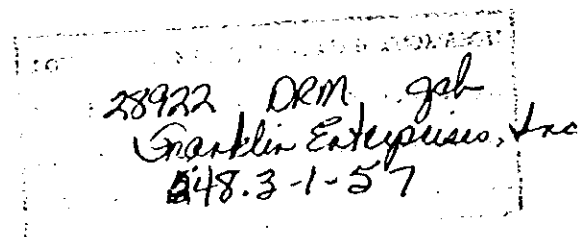
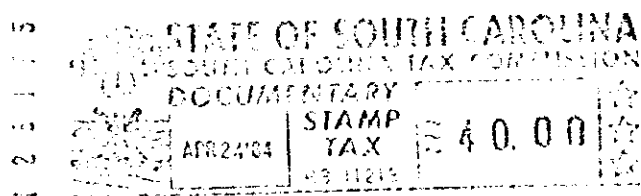
**WITNESSETH:**

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 April 23, 1984, to Mortgagee for the principal amount of ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) 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 on the south side of Grande Oaks Court in the County of Greenville, State of South Carolina, being shown as Lot No. 38 on a plat of Holly Tree Plantation Subdivision, Phase III, Section II, recorded in Plat Book 7-C at page 27 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 south side of Grande Oaks Court at the joint front corner of Lot 38 and Lot 39, and running thence S. 73-45 E. 10 feet along and with Grande Oaks Court to an iron pin; thence continuing with Grande Oaks Court, S. 63-02 E. 67.04 feet to an iron pin; thence still with Grande Oaks Court S. 0-43 E. 45 feet to an iron pin at the joint front corner of Lot 37 and Lot 38; thence with Lot 37, S. 23-25 W. 161.90 feet to an iron pin on the rear line of Lot 41; thence with Lot 41, N. 51-41 W. 90 feet to an iron pin at the joint rear corner of Lot 38 and Lot 41; thence with Lot 39, N. 22-31 E. 182.64 feet to the point of beginning.

This is the same property conveyed to mortgagor herein by deed of Donald E. Franklin dated April 23, 1984, to be recorded herewith.



**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

400-00  
1801