

1982-603

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

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S.C.
DEC 4 10 41 AM '84

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

WHEREAS, ~~DONALD E. FRANKLIN~~ ^{R.M.C.} Properties of 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

W. Roger Brown

(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

Nineteen Thousand Two Hundred Eighty-five and 93/100 Dollars (\$ 19,285.93) due and payable

November 30, 1987

with interest thereon from date at the rate of 10% per centum per annum, to be paid

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:

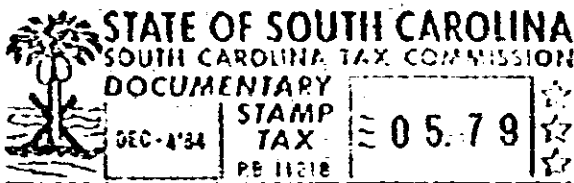
~~ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of—~~

ALL those certain pieces, parcels, or lots of land, situate, lying, and being on the southern side of Chestnut Oaks Court in the County of Greenville, State of South Carolina, the same being shown as Lot 55 and Lot 56 on a plat of Holly Tree Plantation, Phase III, Section II, recorded in the Office of the R.M.C. for Greenville County, South Carolina, in Plat Book 7-C, at Page 27, and having according to said plat the following metes and bounds, to-wit:

Lot No. 56: BEGINNING at an iron pin on the southerly side of Chestnut Oaks Court at the joint front corner of Lot 56 and Lot 57, and running thence with Chestnut Oaks Court, N. 49-43 E. 40 feet to an iron pin at the joint front corner of Lot 55 and Lot 56; thence with Lot 55, S. 45-13 E. 143.7 feet to an iron pin at the joint rear corner of Lot 55 and Lot 56; thence, S. 45-14 W. 230 feet to an iron pin at the joint rear corner of Lot 56 and Lot 57; thence with Lot 57, N. 7-21 E. 239.15 feet to the point of Beginning.

Lot No. 55: BEGINNING at an iron pin on the easterly side of Chestnut Oaks Court at the joint front corner of Lot 54 and Lot 55, and running thence with Lot 54, S. 70-37 E. 213.74 feet to an iron pin at the joint rear corner of Lot 54 and Lot 55; thence with Lot 53, S. 16-05 E. 15 feet to an iron pin at the joint rear corner of Lot 53 and Lot 55; thence, S. 45-14 W. 135 feet to an iron pin at the joint rear corner of Lot 55 and Lot 56; thence with Lot 56, N. 45-13 W. 143.7 feet to an iron pin on Chestnut Oaks Court; thence with said Court, N. 11-53 W. 61.3 feet to an iron pin; thence still with said Court, N. 13-56 E. 20 feet to the point of Beginning.

The within property is the identical property conveyed to the Mortgagor herein by deed of Donald E. Franklin of even date herewith, which said deed is being recorded simultaneously with the recording of the within instrument.



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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 it 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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