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STATE OF SOUTH CAROLINA COUNTY OF

935 **MORTGAGE** OF REAL PROPERTY

THIS MORTGAGE, executed the 22nd day of July 19 .. 82 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, S.C.

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 thereinafter referred to as the "Note"), dated July 22, 1982, to Mortgagee for the principal amount of Lighty Thousand and no/100ths.

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 situate on the southerly side of Chestnut Oaks Court in the County of Greenville, State of South Carolina, being shown as Lot No. 57 on a plat of Holly Tree Plantation Subdivision, Phase III, Section II, recorded in Plat Book 7-C at Page 27 in the RMC Office for Greenville County and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Chestnut Oaks Court at the joint front corner of Lot 56 and Lot 57 and running thence with Lot 56 S 7-21 W 239.15 feet to an iron pin; thence S 45-14 W 20 feet to an iron pin; thence N 36-32 W 230.74 feet to an iron pin; thence N 60-12 E 153.50 feet to an iron pin on Chestnut Oaks Court; thence with said Court S 77-49 E 50 feet to the point of beginning.

This is the same property conveyed to the Mortgagor by deed of Donald E. Franklin, dated and recorded of even date herewith.

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TOGETHER with all and singular rights, members, hereditaments and appurtenences belonging be any way incident or appertaining theretor all improvements now or hereafter situated thereon; any fixtures miss or hereafter attached thereto fall of the same being deemed part of the Property and any reference thereto):

TO HAVE AND TO HOLD all and stagular the Property unto Mictgages and the heirs, succe assigns of Misergages breezes.

SIORTGAGOR 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 engumber the same, and that the Property is free and clear of all engumbrances except as expressly provided becom. Mortgagor further covenants to wacrant and forever defend all and singular the Property unto Mortgager and the heirs, successors or assigns of Martyages from and against Mortgagor and all persons whomsoever lawfully glaiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgager. that if Mortgague pays or causes to be paid to Mortgager the debt secured bereby, the estate bereby granted

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