

FILED  
GREENVILLE S.C.  
MAY 6 1 53 PM '83  
DONNIE S. LANKERSLEY  
R.M.C.

BOOK 81 PAGE 1522

BOOK 1605 PAGE 589

# MORTGAGE

THIS MORTGAGE is made this 2nd day of May, 1983, between the Mortgagor, Franklin Enterprises Inc. (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred and Ten Thousand Dollars and No/100ths Dollars, which indebtedness is evidenced by Borrower's note dated May 2, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 120 days from date

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of GREENVILLE, State of South Carolina:

ALL that lot of land situate on the easterly side of Holly Park Drive in the County of Greenville, State of South Carolina being shown as Lot No. 129 on a plat of Holly Tree Plantation Subdivision Phase II, Section IIIB, dated April 20, 1978, prepared by Piedmont Surveyors, recorded in Plat Book 6H at Page 41 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 easterly side of Holly Park Drive at the joint front corner of Lot 128 and 129 and running thence with Lot 128 S. 66-25 E. 169.45 feet to an iron pin at the joint rear corner of Lot 128 and 129; thence with 123 S. 25-10 W. 35 feet to an iron pin at the joint rear corner of Lot 122 and 123; thence with Lot 122 S. 37-48 W. 151.54 feet to an iron pin on Holly Park Drive; thence with said drive the following courses and distances: N. 45-00 W. 30 feet, N. 33-00 W. 50 feet, N. 18-00 W. 50 feet, N. 13-50 W. 38 feet, and N. 19-34 E. 76 feet to the point of beginning.

This is a portion of the property conveyed to Mortgagor by deed of Holly Tree Plantation, a Limited Partnership, recorded on May 3, 1978 in Deed Book 1078, Page 634 in the RMC Office for Greenville County.

PAID IN FULL AND SATISFIED THIS 28th DAY OF July 1983  
AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION  
GREENVILLE, SOUTH CAROLINA 29615

*Caroline D. Hester*  
WITNESS  
*Cathy A. Brink*  
WITNESS  
*Donnie S. Lankersley*  
R.M.C.

LOVE, THORNTON, AXFOLD & THOMASON  
File # 28570 R.M.C. A.K.  
H. O. Sec: Neal A. Sapsa  
ED. PL. ?

which has the address of Holly Park Drive, Simpsonville, SC  
[Street] [City]  
..... (herein "Property Address");  
[State and Zip Code]

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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2.0000

