

## State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Franklin Enterprises, Inc.

(hereinafter referred to as Mortgagor) (SEND(S) GREETINGS:

WHEREAS, the Mortgagor is well and truly indebted unto FIBST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagoe) in the full and just sum of

Fifty Thousand and 00/100

-- (\$ 50,000.00

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note a provision for escalation of interest rate (paragraphs 9 and 10 of this mortgage provides for an escalation of interest rate under certain

conditions), said note to be repaid with interest as the rate or rates therein specified in installments of

(5) Dollars each on the first day of each month hereafter, in advance, until the principal sum with interest has been paid in full, such payments to be applied first to the payment of interest, computed monthly on unpaid principal balances, and then to the payment of principal with the last payment, if not sooner paid, to be due and payable 12 mos \*\*XXX\*\* fter date, and

WHEREAS, said note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty days, or if there shall be any foilure to comply with and abide by any By-Laws or the Charter of the Mortgagee, or any stipulations set out in this mortgage, the whole amount due thereunder shall, at the option of the holder thereof, become immediately due and payable, and said holder shall have the right to institute any proceedings upon said note and any collaterals given to secure same, for the purpose of collecting said principal due, and interest, with costs and expenses for proceedings; and

WHEREAS, the Mortgagor may hereafter become indebted to the Mortgagoe for such further sums as may be advanced to the Mortgagor's account for the payment of taxes, insurance premiums, repairs, or for any other purpose:

NOW, KNOW ALL MEN. That the Mortgagor, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortgagor's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor at and before the scaling 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 Mortgagor, its successors and assigns, the following described real estate:

All that certain piece, parcel, or lot of land with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 110 of a subdivision known as Pebble Creek, Phase I as shown on plat thereof prepared by Enwright Associates, Engineers, dated October, 1973, and recorded in the RMC Office for Greenville County in Plat Book 5-D at Page 2, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of the turnaround on Whittlin Way, joint front corner of Lots 109 and 110 and running thence with the joint line of said lots, S. 46-07 E. 136 feet to an iron pin in the line of a Duke Power Company right=of-way; thence with said right-of-way, N. 52-56 E. 190 feet to an iron pin at the rear corner of Lot 114; thence with the rear line of Lot 114 and continuing with the rear line of Lot 113, N. 46-30 W. 78.48 feet to an ironpin, joint rear corner of Lots 110 and 111; thence with the joint line of said lots, S. 79-45 W. 180.05 feet to an iron pin on Whittlin Way; thence with Whittlin Way, following the curvature thereof, the chord of which is S. 20-10 W. 45 feet to the beginning corner.

This is the same property conveyed to the mortgagor by deed to be recorded herewith.

