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THIS MORTGAGE is made this 14th day of June,
1979, between the Mortgagor, FRANKLIN ENTERPRISES, INC.,
(herein "Borrower"), and the Mortgagee, First Federal
Savings and Loan Association, a corporation organized and existing under the laws of the United States
of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

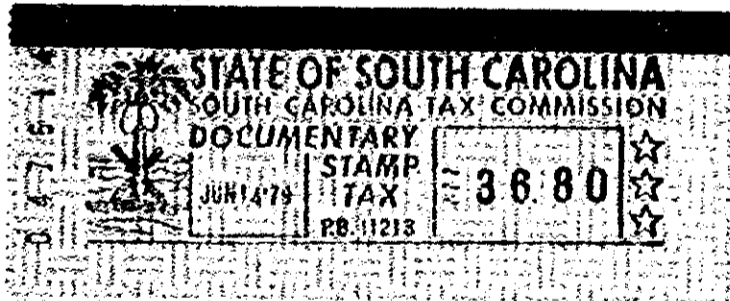
WHEREAS, Borrower is indebted to Lender in the principal sum of NINETY-TWO THOUSAND
AND NO/100 (\$92,000.00) Dollars, which indebtedness is evidenced by Borrower's
note dated June 14, 1979, (herein "Note"), providing for monthly installments of principal
and interest, with the balance of the indebtedness, if not sooner paid, due and payable on
May 1, 2010;

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 southeastern side of Holly Park
Lane being shown as Lot No. 116 on a plat of Holly Tree Plantation,
Phase II, Section III-B, dated April 20, 1978, prepared by Piedmont
Engineers, Surveyors, recorded in Plat Book 6-H at page 41 in the RMC
Office for Greenville County and having according to said plat the fol-
lowing metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Holly Park
Lane at the joint front corner of Lot 115 and Lot 116 and running
thence with Lot 115 S 52-33 E 172.2 feet to an iron pin at the joint
rear corner of Lot 115 and Lot 116; thence S 40-22 W 204.5 feet to an
iron pin at the joint rear corner of Lot 116 and Lot 117; thence with
Lot 117 N 15-40 W 194.52 feet to an iron pin on Holly Park Lane; thence
with said lane the following courses and distances: N 74-29 E 35 ft.,
N 33-40 E 35 feet and N 7-39 W 35 feet to the point of beginning.

This is a portion of the property conveyed to the mortgagor by
deed of Holly Tree Plantation, a Limited Partnership, recorded on
May 5, 1978 in Deed Book 1078 at page 634 in the RMC Office for Green-
ville County.



which has the address of Holly Park Lane Simpsonville,
(Street) (City)
S. C. 29681 (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 seised 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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