Mortgagor's Address: PO Bx 1268 LEGV1 SC 29602 This instrument was prepared by: DR1 JPT AUG 18 12 04 PH '80 LOVE, THORNTON, ARNOLD & THOMASON (Donald R. McAlister) OCHNIC S. TANKERSLEY 1511 MGE 483 R.H.C MORTGAGE (Renogotiable Rate Mortgage) 85 mal 884 BOOK THIS MORTGAGE is made this 18th day of August 19.80 between the Mortgagor, FRANKLIN ENTERPRISES, INC. (herein "Borrower"), and the Mortgagee, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION a corporation organized and existing under the laws of the United States whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA .. (herein "Lender"). WHEREAS, BOTTOWET is indebted to Lender in the principal sum of NINETY-ONE THOUSAUD TWO HUNDRED & No/10 Pollars, which indebtedness is evidenced by Borrower's note date ... August 18 ... 1980 ..... (herein "Note") which is attached hereto as Exhibit "A," the terms of which are incorporated herein by reference (including any and all renewals, extensions, renegotiations and/or modifications of the original Note), providing for monthly installments of Lot 9 N 38-33 E 183.2 feet to an iron pin at the joint rear corner of Lot 9 and Lot 10; thence S 52-20 E 115 feet to an iron pin at the joint rear corner of Lot 10 and Lot 11; thence S 38-40 W 177.8 feet to an iron pin on Plantation Drive; thence with said drive N 51-54 W 55 feet to an iron pin; thence N 57-54 W 60 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 September 7, 1978 in Deed Book 1086 at page 935 in the RMC Office for Greenville County. STATE OF SOUTH CAROLINA COMMISSION DOCUMENTARY PRANSELY ANSFIRMS PEDERAL P Formerly Fidelity Federal Savings and Loan Association Simpsonville which has the address of .... (Lot 10) ... (herein "Property Address") 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".

JULY, 1980

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, ant 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.