

## State of South Carolina

County of GREENVILLE

FILED  
GREENVILLE CO. S. C.

MAY 2 11 07 AM 1955

TO ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE FARNSWORTH  
R.M.C.  
Catalina Restaurants, Inc.----- (herein called mortgagor) SEND GREETING:  
WHEREAS, the said mortgagor ----- Catalina Restaurants, Inc. -----

in and by a certain promissory note in writing, of even date with these Presents is well and truly indebted to the LIBERTY LIFE INSURANCE COMPANY, a corporation chartered under the laws of the State of South Carolina, in the full and just sum of ----- Seventy Thousand and 00/100 ----- (\$70,000.00) DOLLARS, to be paid at its Home Office in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of ----- five ----- (5%) per centum per annum, said principal and interest being payable in ----- monthly ----- instalments as follows:

Beginning on the 15th day of ----- June -----, 1955, and on the 15th day of each ----- month ----- of each year thereafter the sum of \$742.70, to be applied on the interest and principal of said note, said payments to continue up to and including the 15th day of ----- May -----, 1965, and the balance of said principal and interest to be due and payable on the 15th day of ----- May -----, 1965; the aforesaid ----- monthly ----- payments of \$742.70 each are to be applied first to interest at the rate of ----- five ----- (5%) per centum per annum on the principal sum of \$70,000.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each ----- monthly ----- payment shall be applied on account of principal.

All instalments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any instalment or instalments, or any part thereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if at any time any portion of principal or interest shall be past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole sum of the principal of said note remaining at that time unpaid together with the accrued interest, shall become immediately due and payable, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and if said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if, before its maturity, it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note and mortgage in the hands of an attorney for any legal proceedings; then and in either of such cases the mortgagor promises to pay all costs and expenses including a reasonable attorney's fee, these to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That the said mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said LIBERTY LIFE INSURANCE COMPANY according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to the said mortgagor in hand well and truly paid by the said LIBERTY LIFE INSURANCE COMPANY, at and before the signing 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 said LIBERTY LIFE INSURANCE COMPANY, its successors and assigns:

All that piece, parcel or lot of land in Greenville County, near the City limits of Greenville, being triangular in shape, and being bounded on the Northwest by Wade Hampton Boulevard (Dual Highway U.S. Route No. 29), on the East by State Highway No. 291, and on the Southwest by property now or formerly owned by the Greenville Petroleum Company, and having the following metes and bounds, according to plats prepared by Pickell & Pickell, Engineers, dated April 30, 1951 and March 6, 1952, to-wit:

BEGINNING at an iron pin on the Southeastern side of Wade Hampton Boulevard (Dual Highway U.S. Route No. 29), joint corner of property now or formerly of Greenville Petroleum Company, and running thence with the right-of-way of the Southeastern side of Wade Hampton Boulevard, N. 46-12-15 E. 8 feet to an iron pin; thence continuing with the right-of-way of Wade Hampton Boulevard N. 44-55-45 E. 270 feet to an iron pin; thence S. 46-50 E. 66.8 feet to an iron pin on the Western side of the right-of-way of State Highway No. 291; thence with the Western right-of-way of State Highway No. 291 S. 1-48-30 W. 300.2 feet to an iron pin; thence S. 41-48-30 W. 67.5 feet to an iron pin in line of property now or formerly of Greenville Petroleum Company; thence with the line of said property N. 43-47-45 W. 275.5 feet to an iron pin on the Southeastern side of Wade Hampton Boulevard, the beginning corner.

Being the same property conveyed to the mortgagor by Greenville Petroleum Company by deed dated September 21, 1951 and recorded in the R.M.C. Office for Greenville County in Deed Book 442, at page 351.

Under and subject to a building and use restriction that no portion of the premises shall be used for the sale or advertising of any petroleum products, or to display