

First Mortgage on Real Estate

MAY 8 4 20 PM 1961

MORTGAGE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

CONGAREE RESTAURANTS, INC. (hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C., (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference in the sum of

Twelve Thousand and No/100 -- DOLLARS (\$ 12,000.00), with interest thereon from date at the rate of six (6%) per centum per annum, said principal and interest to be repaid in monthly instalments of One Hundred Thirty-Two and No/100- Dollars (\$ 132.00.) each on the first day of each month hereafter until the principal and interest are fully paid; each payment to be applied first to payment of interest and then to payment of principal, and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purpose, including advances made by the Mortgagee on other or no security:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery 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 Mortgagee, its successors and assigns.

"All that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville,

in the City of Greenville, on the Southern side of Washington Place, being known and designated as Lot No. 2 as shown on Plat of J. W. Norwood property recorded in Plat Book E, at page 283, and having, according to said Plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southern side of Washington Place, said pin being 210 feet in a Southwesterly direction from Washington Road, and running thence S. 12-31 E. 151 feet to an iron pin on the Northern side of a 15-foot alley; thence with the Northern side of said alley, S. 51-57 W. 66 feet to an iron pin in line of Lot No. 3; thence N. 10 W. 151 feet to an iron pin on Southern side of Washington Place, which pin is 309 feet from the Eastern side of McDaniel Avenue; thence with the Southern side of Washington Place, N. 49 E. 60 feet to the beginning corner.

Being the same property conveyed to Mortgagor by Deed of J. Fred Matthews, of even date to be recorded, herewith.

This loan is made pursuant to a resolution adopted by the Board of Directors of Congaree Restaurants Inc.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and any other equipment or fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.