

MORTGAGE

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868 PAGE 291STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Sherwood, Inc., a South Carolina Corporation, and McDonald's Corporation, an Illinois Corporation,

(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

Forty-Five Thousand and No/100
DOLLARS (\$ 45,000.00), 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 Four Hundred Ninety-Nine and 60/100 - - - Dollars (\$ 499.60) 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, situate, lying and being on the eastern side of S. C. Highway 291 South, being shown and designated on a plat of the proposed site of McDonald's System, of the property of Sherwood, Inc., made by R. K. Campbell, Engineer, January, 25, 1960, said plat having the following description, to-wit:

"COMMENCING at the northeasterly corner of the intersection of Littlejohn Lane and By-Pass S. C. Route 291 South, as shown on the plat of said Subdivision, and running thence Northerly, on a line 50 feet easterly of and parallel to the center line of said By-Pass S. C. Route 291 South, a distance of 478 feet, more or less, to an iron pin, which is the place of beginning of this legal description; running thence North 17-59 East a distance of 75 feet to an iron pin; running thence North 19-44 East a distance of 75 feet to an iron pin; running thence South 69-24 East a distance of 210 feet to an iron pin; running thence South 13-16 West a distance of 137.4 feet to an iron pin; and running thence North 72-54 West a distance of 223.4 feet to the place of beginning, subject to restrictive covenants, easements, rights of way and conditions of record."

Being a portion of the property conveyed to Sherwood, Inc. by deed recorded in Book of Deeds 497, at Page 107, and the fee of the property is owned solely by Sherwood, Inc. McDonald's Corporation is the lessee under a lease dated May 15, 1961. The said Sherwood, Inc. and McDonald's Corporation by joining in the execution of this mortgage, do hereby subordinate to it and include in it all rights either of them may have by virtue of said lease, as amended. Each of the mortgagors hereby waives with respect to the rights of the mortgagee all requirements and provisions in the said lease limiting and encumbering all the leased premises, or requiring notices from the mortgagee, or imposing any other limitation or burden on the mortgagee in enforcing the provisions of this mortgage.

OVER

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.