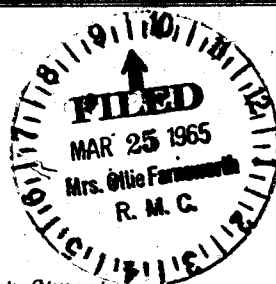


The State of South Carolina,
County of *Florence*



To All Whom These Presents May Concern:
SOUTHEASTERN MOTELS, INC. c/o John L. McGowan, 229 South Coit Street,
Florence, South Carolina (hereinafter referred to as the mortgagor) SEND GREETING:

Whereas, _____, the said mortgagor
in and by one _____ certain real estate _____ note in writing, of even date with these

presents, is well and truly indebted to IMPERIAL '400' NATIONAL, INC.,
460 Sylvan Avenue, Englewood Cliffs, New Jersey (mortgagee).

in the full and just sum of Fifty Six Thousand Two Hundred Dollars

(\$56,200.00), to be paid as follows: \$956.13 on June 22, 1965 and
\$956.13 monthly thereafter until May 22, 1967; \$512.92 on June 22, 1967
and \$512.92 monthly thereafter until June 22, 1975

, with interest thereon from June 22, 1965

at the rate of six per centum per annum, to be computed and paid together with principal

until paid in full; all interest not paid when due to bear

interest at same rate as principal; and if any portion of principal or interest be at any time past due and
unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder
hereof, who may sue thereon and foreclose this mortgage; and in case 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 his interests to place and the holder should place the said note
or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the
mortgagor promises to pay all costs and expenses including 10 per cent. of the indebtedness as attorney's fees,
this 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 mortgagee

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 mortgagee

at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bar-
gained, sold and released and by the Presents do grant, bargain, sell and release unto the said mortgagee,
its successors and assigns:

ALL that piece, parcel or lot of land situate, lying, and being in the
City of Greenville, County of Greenville, State of South Carolina, as
shown on a plat prepared by Dalton & Neves dated January 1964, entitled,
"Plat for Imperial '400' Motel", and recorded in the R.M.C. Office for
Greenville County, South Carolina, in Plat Book FFF, page 160, and
having according to said plat the following metes and bounds, to-wit;
BEGINNING at an iron pin at the northeastern intersection of East North
Street and Manly Street, and running thence with Manly Street N 13-0 W
214.2 feet to an iron pin, corner of Peak Street; thence with Peak
Street N 76-47 E 150 feet to an iron pin; thence S 13-0 E 214.42 feet to an
iron pin on the northern side of East North Street; thence with East North
Street S 76-52 W 150 feet to the point of BEGINNING.

This mortgage is subject and subordinate to a first mortgage in the amount of
\$247,500.00 held by Fidelity Federal Savings and Loan Association, Greenville,
South Carolina.

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 12 PAGE 603

SATISFIED AND CANCELLED OF RECORD
3 DAY OF Jan 19 73
Dannie S. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 1:00 O'CLOCK P. M. NO. 19020