

FILED GREENVILLE CO. S. C. IN

APR 4 4 32 PM 1968

OLLIE BARRETT WORTH

BOOK 1088 PAGE 463

State of South Carolina

County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Greenville Restaurants, Inc. and James P. Moore and Otis P. Moore.

(herein called mortgagor) SEND GREETING:

WHEREAS, the said mortgagor Greenville 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 Four Hundred Fifty Thousand

(\$450,000.00) 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 seven and one-fourth (7-1/4%) per centum

per annum, said principal and interest being payable in 180 installments as follows: Interest only on demand to July 1, 1968 and thereafter in 180 installments as follows: Beginning on the 1st day of August, 1968, and on the 1st day of each month of each year thereafter the sum of \$4,108.00

to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of June, 1983 and the balance of said principal and interest to be due and payable on the 1st day of July, 1983; the aforesaid monthly payments of \$4,108.00

each are to be applied first to interest at the rate of seven and one-fourth (7-1/4%) per centum per annum on the principal sum of \$450,000.00 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:

ALL that certain piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the west side of Augusta Street and being bounded on the east by said Augusta Street (U.S. Highway 25), on the south by Church Street (U.S. Highway 185), formerly Mills Avenue, on the west by property now or formerly of the Mills Estate, and on the north by Otis Street, and having according to a plat made by Pickell and Pickell, Engineers, March 20, 1968, recorded in the office of the R.M.C. for Greenville County in Plat Book XXX, page 85, the following metes and bounds, courses and distances, to-wit:

BEGINNING at an iron pin at the corner of Augusta Street and Church Street and running thence along the north side of Church Street S. 51-27 W. 124.5 feet to a point; thence continuing along the north side of Church Street S. 53-57 W. 135 feet to an iron pin, corner of property now or formerly of the Mills Estate; thence along property now or formerly of the Mills Estate N. 35-30 W. 144.9 feet to an iron pin; thence still along the property now or formerly of the Mills Estate N. 18-05 W. 151.3 feet to an iron pin on the south side of Otis Street; thence along the south side of Otis Street N. 71-35 E. 255.8 feet to an iron pin in the corner of Otis Street and Augusta Street; thence along the west side of Augusta Street S. 29-06 E. 194 feet, more or less, to a point; thence around the curve of the intersection of the southwest side of Augusta Street and northwest side of Church Street in a southerly direction to a point on the northwest side of Church Street, the point of beginning.

ALSO all furniture, furnishings, fixtures and equipment including but not limited to television sets, all restaurant and kitchen fixtures and equipment in the motor lodge and/or restaurant on the mortgaged premises, and signs, together with any and all additions thereto and any and all replacements thereof, except dishwasher now located in restaurant which is under lease.

SATISFIED AND CANCELLED OF RECORD 21st DAY OF May 1983

Donnie S. Tankersley R. M. C. FOR GREENVILLE COUNTY, S. C. AT 12:18 O'CLOCK P. M. NO. 28689

FOR SATISFACTION TO THIS MORTGAGE SEE

SATISFACTION BOOK 870 PAGE 937