

The mortgagor, Arby's, Inc., is joining in the execution of this mortgage for the purpose of subjecting its leasehold interest in the said real estate which interest was acquired under a lease entered into between Sherwood, Inc., as lessor and Arby's, Inc., as Lessee dated March 19, 1968, a short form of which is recorded in the RMC Office for Greenville County in Deed Book 842, Page 285, but it is understood that ~~Sherwood, Inc.~~, is not personally responsible in any**

The mortgagor, Harry W. Smith, is constructing on this property a building which will be owned by him and is being leased to the mortgagor, Arby's, Inc. under a Building Lease Agreement dated April 9, 1968

** way whatever for the payment of the note given by Harry W. Smith to the mortgagee herein.

STATE OF OHIO
COUNTY OF MAHONING

PERSONALLY appeared before me Donna D. Kelly and made oath that he saw Edward B. Gifford as President and Paula Kestel as Notary Public of Arby's Inc., a corporation chartered under the laws of the state of Ohio sign, seal with its corporate seal and as the act and deed of said corporation deliver the within written mortgage, and that he, with Phyllis Kestel, witnessed the execution thereof.

SWORN to before me this)
1 day of May A.D., 1968)
Paul Gifford (LS))
Notary Public for Ohio)
My Commission expires:)

Donna D. Kelly

Notary Public - State of Ohio
My commission has no expiration date,
Section 147.03 R.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PERSONALLY appeared before me Nancy O. Collins and made oath that she saw John T. Douglas as President and L. A. Moseley as Secretary and Treasurer of Sherwood, Inc., a corporation chartered under the laws of the state of South Carolina sign, seal with its corporate seal and as the act and deed of said corporation deliver the within written mortgage, and that she, with Patrick C. Fant, witnessed the execution thereof.

SWORN to before me this)
3 day of May A.D. 1968)
Patrick C. Fant)
Notary Public for South Carolina)
My Commission expires: Jan. 1, 1970)

Nancy O. Collins

TOGETHER with all and singular the Rights, Members, Hereditaments, and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

AND IT IS COVENANTED AND AGREED by and between the parties hereto that all gas and electric fixtures, radiators heaters, engines and machinery, boilers, ranges, elevators, and motors, bath-tubs, sinks, water-closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plant and ice-boxes, cooking apparatus and appurtenances, and such other goods and chattels and personal property as are furnished by a landlord in letting or operating an unfurnished building, similar to the one herein described and referred to, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner, are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be covered by this mortgage.

TO HAVE AND TO HOLD all and singular the said Premises unto the said mortgagee(s) ~~ITS~~ ~~xxx~~ successors and Assigns. And we do hereby bind ourselves and our Heirs, Successors, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said mortgagee(s) its ~~xxx~~ successors and Assigns, from and against the mortgagor(s), our Heirs, Successors, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.