

MORTGAGE OF REAL ESTATE—Office of PYLE & PYLE, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S. C.
DEC 18 12 41 PM 1968

BOOK 1112 PAGE 463

MORTGAGE OF REAL ESTATE

OLLIE F. ...
R. M. C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, W. M. WEBSTER, JR. and W. M. WEBSTER, III

(hereinafter referred to as Mortgagor) is well and truly indebted unto THE PEOPLES NATIONAL BANK

(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 Sixty Seven Thousand Five Hundred and no/100 -----

Dollars (\$67,500.00) due and payable

\$606.73 per month beginning May 15, 1969, and a like amount each month thereafter until paid in full, the entire balance due and payable on or before fifteen years from date, payments to apply first to interest and balance to principal, Mortgagors reserving the right of anticipating the entire balance or any part thereof at any time, without penalty.

with interest thereon from date at the rate of Seven per centum per annum, to be paid Monthly.

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 purposes:

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, and being shown as Lot 9 on a plat of property of J. P. Stevens & Co., Inc. recorded in the R. M. C. Office for Greenville County in Plat Book LLL, Page 65, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in line of right of way of Charleston Street at the joint front corner of Lots 8 and 9 and running thence with the common line of said lots, N. 54-15 W., 229.65 feet to an iron pin; thence N. 10-07 E., 104.6 feet to an iron pin; thence S. 79-20 E., 319.65 feet to an iron pin on Charleston Street; thence with said Street, S. 39-26 W., 230 feet to the point of beginning.

THIS IS A PURCHASE MONEY MORTGAGE.

As a part of the consideration for this mortgage and as additional security for the note which it secures, Mortgagors hereby transfer and assign to Mortgagee, its successors and assigns, all their right, title and interest in and to the rents, profits, royalties, rights and benefits from the property above described and do hereby assign their right, title and interest in and to that certain Lease between them and American Dairy Queen Corporation, dated November 8, 1968; Mortgagors hereby authorize and empower Mortgagee, its successors and assigns, to collect the rents, profits and royalties, as they shall become due and do hereby direct the tenant to pay such sums as shall hereafter become due, to Mortgagee; the term of this assignment shall be until this mortgage and the note which it secures shall have been fully paid and satisfied; Mortgagors shall have no right, power or authority to alter, modify or amend the term(s) of the Lease without first obtaining consent in writing from Mortgagee.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting 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.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.