

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE

JUL 17 4 25 PM '69

TO ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE FARNSWORTH
R. M. C.

WHEREAS, North Greenville Restaurant, Inc., a corporation

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Southern Bank and Trust Company

(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

One Hundred Thousand and No/100----- Dollars (\$100,000.00) due and payable

in accordance with the terms and provisions of note of even date

as provided in said note

with interest thereon from date ~~XXXXXX~~ per centum per annum, to be paid

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, in the City of Greenville, being triangular in shape, and being bounded on the northwest by Wade Hampton Boulevard (U. S. Highway 29), and on the East by South Carolina Highway No. 291, and on the southwest by property now or formerly of Greenville Petroleum Company and having, according to a plat prepared by Piedmont Engineering Service dated April 16, 1963, and revised July 30, 1964, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southeastern side of Wade Hampton Boulevard, in the right of way thereof and at the joint corner of property now or formerly of Greenville Petroleum Company and running thence with the right of way of said Wade Hampton Boulevard, N. 46-12-15 E. 8 feet to an iron pin; thence continuing with the right of way of said Boulevard, N. 44-55-45 E. 270 feet to an iron pin; thence S. 46-50 E. 66.8 feet to an iron pin on the western side of the right of way of S. C. Highway 291; thence with the right of way of said Highway, S. 1-48-30 W. 300.2 feet to an iron pin; thence S. 41-48-30 W. 67.5 feet to an iron pin in the line of property now or formerly of Greenville Petroleum Company; thence with the line of said property, N. 43-47-45 W. 275.7 feet to the point of beginning.

ALSO: All the fixtures, furnishings, furniture, equipment and all other personal property now located or to be located on the premises during the term of the loan for the operation of the restaurant.

This mortgage is junior in lien to that certain mortgage given to Liberty Life Insurance Company in the original amount of \$100,000.00 and recorded in Mortgage Volume 967 at Page 451.

Together with all and singular rights, members, hereditaments, 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.