

GREENVILLE, S. C.

STATE OF SOUTH CAROLINA

APR 23 10 36 AM '71

BOOK 1187 PAGE 655

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

R. M. C. TO ALL WHOM THESE PRESENTS MAY CONCERN;

WHEREAS, CIRCLE DRIVE-IN THEATRE, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto People's National Bank of Greenville, S. C.

(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 EIGHTY THOUSAND AND NO/100-----

----- Dollars (\$80,000.00) due and payable within a period of four and one-fourth (4 1/4) years in quarterly installments; the first quarterly payment due within three months from the date hereof will be accrued interest on the principal amount, with the quarterly installments in the amount of Five Thousand (\$5,000.00) Dollars with interest thereon due each successive quarter thereafter until paid in full with interest thereon from date at the rate of 1 8/10% per centum per annum, to be paid: annually.

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, Greenville, containing 12.62 acres, more or less, as shown on a plat of the Property of T. T. Hughes Estate, and having according thereto the following courses and distances, to wit:

BEGINNING at an iron pin on the northern side of Cedar Lane Road at the joint corner with property of General Baking Co., and running thence along the joint line N. 35-00 E. 907.9 feet to an iron pin; thence S. 55-50 E. 595.4 feet to a stone; thence S. 34-00 W. 904.6 feet to an iron pin on Cedar Lane Road; thence along the northern side of said road as follows: N. 59-30 W. 190 feet; N. 56-30 W. 189 feet; and N. 53-00 W. 232 feet to the point of beginning.

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 hereto 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.