

FILED  
GREENVILLE CO. S. C.

BOOK 1217 PAGE 381

DEC 22 11 19 AM 1972

MORTGAGE OF REAL ESTATE BY A CORPORATION  
Abrams, Bowen &  
Office of 222 Main Street, Greenville, S. C.

OLLIE FARNSWORTH  
R.M.C.

State of South Carolina

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

J-Mac Pizza Hut, Inc.

(herein called mortgagor) SENDS GREETING:

WHEREAS, the said mortgagor, J-Mac Pizza Hut, Inc.

a corporation chartered under the laws of the State of South Carolina, is well and truly indebted

to the mortgagee in the full and just sum of Nineteen Thousand Five Hundred (\$19,500.00)

Dollars, in and by its certain promissory note in writing, of even date herewith, due and payable

on the 31st day of March, 1972

with interest from date, at the rate of Nine (9%)

percentum until paid; interest to be computed and paid

at maturity

~~with interest from~~ all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case 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 or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses, including ten per cent of the indebtedness as attorney's fee, this 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 mortgagee, according to the terms of 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 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 said

Miller Outdoor Advertising, Inc. of South Carolina and A. Foster McKissick, their heirs, successors, and assigns, forever:

ALL that piece, parcel or tract of land situate, lying and being on the Southern side of Cedar Lane Road (S.C. Highway 416) near the City of Greenville, County of Greenville, State of South Carolina, having, according to a plat prepared by Piedmont Engineers and Architects, dated October 18, 1971, entitled "Survey for Robert William McNeely" recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4M, at page 21, the following metes and bounds, to-wit: