

REGULATION NO. 22
COMPLIED WITH

JAN 18 2 30 PM '73

MORTGAGE OF REAL ESTATE
me
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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1263 651
MORTGAGE OF REAL ESTATE BY A CORPORATION
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

Food Center, Inc.

a corporation chartered under the laws of the State of South Carolina
(hereinafter referred to as Mortgagor) is well and truly indebted unto

The Peoples National Bank, Greenville, South Carolina

(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 Forty Thousand and No/100ths _____ Dollars (\$ 140,000.00) due and payable
in equal monthly installments of \$1,700.00, commencing on the date one month from the date
hereof and continuing on the same day of each month thereafter until paid in full, said
installments to be applied first to interest and the balance to principal with the final
payment of principal and interest being due and payable ten (10) years after the date hereof.
Borrower reserves the right to prepay this note in part or in full at any time prior to
maturity without penalty with interest thereon from date hereof at the rate of eight (8) 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, near the City of Greenville, South Carolina, located on the southern side of West Faris Road and on the western side of a frontage road for Interstate Highway 185 and having the following metes and bounds, according to plat entitled "Topography for Hughes Real Estate" by Webb Surveying & Mapping Co., dated September, 1972, to-wit:

BEGINNING at the point of intersection of the westernmost right-of-way for the frontage road for Interstate Highway 185 and the southern right-of-way of West Faris Road and running thence with the western right-of-way of the frontage road for Interstate Highway 185 S. 22-17 W. 216.8 feet to an iron pin; thence continuing with said frontage road right-of-way S. 18-05 W. 90 feet more or less to an iron pin; thence leaving said road right-of-way and running S. 70-34 W. 85 feet more or less to an iron pin; thence N. 19-26 W. 245 feet more or less to an iron pin on the southern right-of-way of West Faris Road at the corner of property now occupied by Burger King; thence with the southern right-of-way of West Faris Road as follows: N. 57-39 E. 20 feet to a point; thence N. 63-07 E. 98.3 feet to a point; thence N. 74-59 E. 100 feet to a point; thence N. 88-34 E. 69.4 feet to the point of BEGINNING.

Subject to any existing easements, restrictions, or rights-of-ways upon or affecting said property.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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.