

All of the leasehold estate and interest of mortgagor in and to the following described land, buildings, improvements, fixtures, furniture and appliances and other personal property (hereinafter sometimes collectively called the Premises, to wit:

Situated in the City of Greenville, County of Greenville, and State of South Carolina, and described as follows:

A plot of land on South Carolina Highway #291 with frontage of 150 feet and 180 feet in depth, beginning at a pin approximately 150 feet south of the southeast corner of LeGrand Boulevard, and running S 26-06W 150 feet to a point; thence S63-54E 180 feet to a point; thence N26-06E 150 feet to a point; thence N63-54W 180 feet to the point of beginning. Said premises having the street address of 301 South Pleasantburg Drive, Greenville, South Carolina.

Said leasehold estate and interest having been created by that certain Land Lease between Sherwood, Inc., as Lessor, and Arby's, Inc., as Lessee, executed by the said Sherwood, Inc. on March 13, 1968 and the said Arby's, Inc. on March 19, 1968; as transferred and assigned by the said Arby's, Inc. to mortgagee by instrument dated on or about April 9, 1968; as retransferred and reassigned by mortgagee to mortgagor by instrument dated April 2, 1973.

TOGETHER with all and singular the Rights, Members, Hereditaments, and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

AND IT IS COVENANTED AND AGREED by and between the parties hereto that all gas and electric fixtures, radiators heaters, engines and machinery, boilers, ranges, elevators, and motors, bath-tubs, sinks, water-closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plant and ice-boxes, cooking apparatus and appurtenances, and such other goods and chattels and personal property as are furnished by a landlord in letting or operating an unfurnished building, similar to the one herein described and referred to, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner, are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be covered by this mortgage.

TO HAVE AND TO HOLD all and singular the said Premises unto the said mortgagee, his heirs and assigns. And the undersigned corporation does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said Premises unto the said mortgagee, his heirs and assigns, from and against the mortgagor, its successors and assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And said mortgagor agrees to keep the building and improvements now standing or hereafter erected upon the mortgaged premises and any and all apparatus, fixtures and appurtenances now or hereafter in or attached to said buildings or improvements, insured against loss or damage by fire and such other hazards as the mortgagee may from time to time require, all such insurance to be in forms, in companies and in sums (not less than sufficient to avoid any claim on the part of the insurers for co-insurance) satisfactory to the mortgagee; that all insurance policies shall be held by and shall be for the benefit of and first payable in case of loss to the mortgagee, and that at least fifteen days before the expiration of each such policy, a new and sufficient policy to take the place of the one so expiring shall be delivered to the mortgagee.