

MORTGAGE OF REAL ESTATE—Prepared by Ruffin, Post & Horton, Attorneys at Law, Greenville, S. C.
GREENVILLE CO. S. C.

The State of South Carolina, ^{Oct 3 4-13 PM '73}
COUNTY OF GREENVILLE }
DONNIE S. TANKERSLEY
R.M.C.

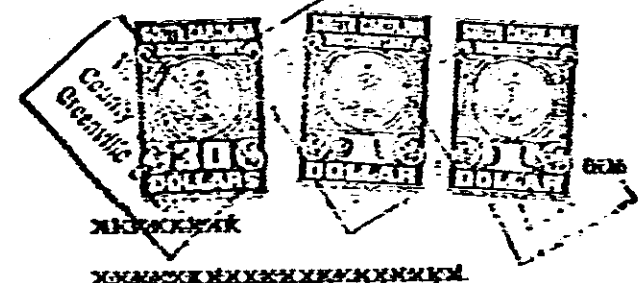
To All Whom These Presents May Concern:
Barbecue King, Inc.

SEND GREETING:

Whereas, the said Barbecue King, Inc.
hereinafter called the mortgagor(s) in and by its certain promissory note in writing, of even date with these presents,
is well and truly indebted to Barber-Colman Company

hereinafter called the mortgagee(s), in the full and just sum of-----Eighty Thousand
and 00/100-----DOLLARS (\$ 80,000.00), to be paid

in two (2) equal annual installments of Forty Thousand and 00/100
(\$40,000.00) Dollars each; the first installment of Forty Thousand and
00/100 (\$40,000.00) Dollars is due and payable on or before October 1,
1974; the second installment of Forty Thousand and 00/100 (\$40,000.00)
Dollars is due and payable on or before October 1, 1975. This debt
shall bear no interest if timely and fully satisfied as provided herein.



And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due at the option of the holder thereof, 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 (10%) per cent, of the indebtedness as attorney's fees, 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(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to the said mortgagor(s) in hand and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Barber-Colman Company, its successors and assigns:

ALL that piece, parcel or tract of land situate on the southwest side of U. S. Highway 276, north of the Town of Simpsonville, Greenville County, South Carolina and having, according to a survey made by Piedmont Engineers & Architects, June 1, 1966 and revised May 16, 1973, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4-P, Page 43, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southwest side of U. S. Highway 276, at the joint front corner of property now or formerly owned by J. R. Richardson and running thence with the common boundary of said property S. 54-22 W. 738.60 feet to an iron pin located in Blakely Road; thence running with Blakely Road the following courses and distances: N. 30-59 W. 71.10 feet to an iron pin; N. 36-48 W. 69.70 feet to an iron pin; N. 51-25 W. 97.70 feet to an iron pin; N. 69-14 W. 138.57 feet to an iron pin; N. 70-54 W. 179.32 feet to an iron pin; N. 70-54 W. 4.25 feet to an iron pin located in said Blakely Road and also at

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