

1334-355

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Diran Corporation

(hereinafter referred to as Mortgagor) is well and truly indebted unto The South Carolina National Bank of Charleston (Greenville, S. C. Branch)

(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 -----

Thirty Thousand and No/100----- Dollars (\$ 30,000.00 ) due and payable on demand

with interest thereon from date at the rate of eight (8%) per centum per annum, to be paid: monthly, on the 20th day of each month, commencing March 20, 1975;

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, being shown on a plat made for Poinsett Highway Properties by Carolina Surveying Company on June 12, 1973, revised June 20, 1973, second revision August 2, 1974, and having, according to said revised plat, the following metes and bounds, to-wit:

BEGINNING at a point on Poinsett Highway, joint front corner of property of the Mortgagor herein and Chanticleer Real Estate, running N. 21-0 W. 330.9 feet to a point; thence turning and running N. 57-14 E. 109.3 feet to a point; thence turning and running along the line of property now or formerly of the Peddler Steak House the following courses and distances: N. 24-25 W. 125 feet, N. 18-01 W. 28 feet, N. 31-01 E. 192.5 feet, N. 5-19 W. 69.5 feet, N. 53-27 W. 65.5 feet, N. 56-45 W. 106.6 feet, S. 63-22 W. 119 feet to a point along Hillandale Road; thence turning and running N. 8-50 W. 119.4 feet to the intersection of Crestwood Drive; thence with said Drive the following courses and distances: N. 22-37 E. 77.1 feet, N. 25-57 E. 113.7 feet, N. 20-19 E. 97 feet, N. 16-23 E. 135.2 feet to the corner of property now or formerly of Floyd; thence turning and running S. 80-41 E. 195.4 feet; thence turning and running N. 18-09 E. 260 feet; thence turning and running S. 81-18 E. 317.2 feet; thence turning and running S. 14-14 W. 399.7 feet; thence turning and running S. 83-0 E. 800 feet; thence turning and running S. 52-12 E. 243.9 feet; thence turning and running S. 80-15 E. 142 feet; thence turning and running S. 43-15 W. 1478.5 feet; thence turning and running N. 33-41 W. 122 feet; thence turning and running S. 43-15 W. 200.1 feet to a point on Poinsett Highway; thence with said Highway the following courses and distances: N. 36-33 W. 165 feet, N. 38-15 W. 75 feet, N. 37-50 W. 227.2 feet, to the point of beginning.

This is a second mortgage, being junior in lien to that mortgage given by the Mortgagor herein to Bankers Trust of S. C., N. A., on August 2, 1974, in the original amount of \$800,000.00, recorded in the R.M.C. Office for Greenville County, S. C., in Mortgage Book 1318, at page 629.



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.

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