

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

MORTGAGE OF REAL ESTATE

WHEREAS, John J. Martin, Jr. and Herbert J. Wright executed and delivered their personal guaranties unto Bankers Trust of South Carolina dated December 12, 1974 to secure obligations of S.D.M.W. Motor Inn, Inc., a Texas corporation; and

WHEREAS, a note executed by S.D.M.W. Motor Inn, Inc. dated December 12, 1974 in the original amount of \$482,688.22 is in default and unpaid; and

WHEREAS, John J. Martin, Jr. and Herbert J. Wright executed and delivered their promissory note dated November 27, 1974 in the original amount of \$15,365.16 which is in default and unpaid; and

WHEREAS, Martin-Wright Associates, a general partnership, (hereinafter referred to as Mortgagor), under agreement dated June 11, 1973 consisting of John J. Martin, Jr. and Herbert J. Wright as partners, have agreed by an agreement of even date herewith to secure the obligation of the guarantors under their instruments of guaranty and their promissory note; and

WHEREAS, Bankers Trust of South Carolina, (hereinafter referred to as Mortgagee), and John J. Martin, Jr. and Herbert J. Wright executed a Modification of Note and Guaranty Agreement of even date herewith; and

WHEREAS, John J. Martin, Jr. and Herbert J. Wright are well and truly indebted unto Bankers Trust of South Carolina in the full and just sum of \$43,079.50 due and payable in the sum of \$7,000.00 on June 15, 1975 and on May 26, 1976, an installment of \$8,156.16 and thereafter for three additional consecutive equal annual installments of \$8,156.66, with the entire remaining balance being due and owing on May 26, 1980 with interest thereon from date at the rate of 5% per annum to be computed and paid with principal until paid in full; said payments to be applied first to interest and balance to principal; all interest not paid when due to bear interest at the same rate as principal.

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, the Mortgagee's heirs, successors and assigns:

ALL that piece, parcel or tract of land containing 4.05 acres situate, lying and being on the western side of the Laurens Road in the City of Greenville, Greenville County, South Carolina being shown and designated as Tract No. A on a plat of the property of Malcolm L. Beuhler made by Robert R. Spearman, Surveyor, dated June 20, 1973 recorded in the RMC Office for Greenville County, S. C. in Plat Book 5-B, page 31, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the southwesterly edge of the right of way of the Laurens Road, said point being located S. 25-44 E. 312 feet from the intersection of the southwesterly edge of said right of way with the center line of East Parkins Mills Road, and running thence along the southwesterly side of the right of way of Laurens Road, S. 25-44 E. 230 feet to an iron pin; thence S. 64-16 W. 725.7 feet to an iron pin; thence along the line of property now or formerly owned by J. W. Brandt and L. E. Joyner, N. 21-50-30 W. 262.45 feet to an iron pin; thence along the line of property now or formerly owned by Lottie Kellett, Mitchell Kate and Ralph T. Kellett, et al, N. 66-50-30 E. 708.6 feet to an iron pin, the point of beginning.

92574

4328 RV-2