

HORTON DRAWDY, ARCHITECT GREENVILLE CO. S.C. & BROWN, P.L.A. 307 PETTIGRU STREET, GREENVILLE, S.C. 29603

STATE OF SOUTH CAROLINA } JAN 30 2 24 PM '76 MORTGAGE OF REAL ESTATE  
COUNTY OF GREENVILLE } DONNIE S. TANKERSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN:  
R.M.C.

WHEREAS, GREENVILLE FOOD SYSTEMS, INC., a corporation organized and existing under the laws of the State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto

BANKERS TRUST OF SOUTH CAROLINA, N.A.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of:

SEVENTY THOUSAND and 00/100----- Dollars  
(\$ 70,000.00) due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein, with interest thereon from date at the rate of <sup>as provided in said note</sup> / per centum per annum, to be paid as provided for in said note; and.

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 piece, parcel or lot of land on the eastern side of White Horse Road and the Northern side of Cochran Drive being a rectangular lot of 200 feet by 300 feet, measuring 200 feet on the eastern side of White Horse Road from the Northeastern corner of the intersection of that road and Cochran Drive and 300 feet along the northern side of Cochran Drive from the same intersection, all of which is located in Greenville County, South Carolina.

The Mortgagor herein is the owner of a Lease dated November 26, 1975, between Blanche J. Patrick, owner of the life estate as Lessor, and Greenville Food Systems, Inc., the Lessee,/\*The premises as described in said lease is the identical property described hereinabove. Said Lease is for a period of 20 years commencing Decmeber 1, 1975, and ending November 30, 1995, and does not contain an option to extend the term, said lease is recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1029, at Page 668, and it is the Mortgagor's interest and property in the above estate as Lessee which is being mortgaged.

In addition to the covenants and agreements hereinafter set forth, the Mortgagor agrees that, at the option of the Mortgagee, the Mortgagee or its duly authorized agents or representatives, shall have the right to possession of the premises constituting the leasehold estate without judgment and without the necessity of instituting foreclosure of the within mortgage for the limited purpose of curing any default which the Mortgagor, as Lessee under the above-referred to Lease, may commit and failed to cure under the terms of said Lease.

\*and ratified and adopted by Paul Dickson Patrick, Jr., Henry Lawrence Patrick and Betty Patrick Merritt, owners of the entire remainder interest.



Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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. herein-  
in possession as owner of lease referred to above  
The Mortgagor covenants that it is lawfully ~~owner~~ of the premises hereinabove described ~~and 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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