

MORTGAGE OF REAL ESTATE BY A CORPORATION
GREENVILLE CO. S. C.

Office of P. Bradley Monah, Jr., Attorney at Law, Greenville, S. C. 1376 537
MORTGAGE OF REAL ESTATE BY A CORPORATION
TO ALL WHOM THESE PRESENTS MAY CONCERN:

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

630 9 59 1977
CONNIE S. TANKERSLEY
R.M.C.

WHEREAS, BARBECUE KING, INC.

a corporation chartered under the laws of the State of South Carolina
(hereinafter referred to as Mortgagor) is well and truly indebted unto The South Carolina National Bank

(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 Seven Hundred, Fifty Thousand and no/100

----- Dollars (\$ 750,000.00) due and payable
in equal monthly installments of \$10,000.00 each on the 30th day of each month hereafter,
commencing September 30, 1976 with the final payment due August 30, 1977; payments
applied first to interest, balance to principal.

1% over mortgagee's prime interest rate at the beginning of each pay period

with interest thereon from date at the rate of / per centum per annum, to be paid: monthly

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:

Tract "A" tract
All that certain piece, parcel or ~~xxx~~ tract of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville on the east side of Neeley Ferry Road and on the Southwest side of U. S. Highway 276, near the Town of Simpsonville, in Austin Township, County and State aforesaid, as shown on plat made by C. O. Riddle, Surveyor, dated February 16, 1971, Plat Book 4-I, Page 111, RMC Office for Greenville, S. C.

Being the identical property being conveyed to Barbecue King, Inc. by deed of Baldt Corporation dated August 30, 1976 to be recorded simultaneously herewith. (Grantor formerly known as Decorated Metal Manufacturing Co., Inc.)

Tract "B"

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, at the intersection of Skyview Drive and Pleasantburg Drive (By-Pass Highway S. C. No. 291) and being shown as all of Lot 19 and part of Lots 10, 11, and 18 on plat of property of Tully P. Babb, prepared by Dalton & Neves, Engrs., which plat is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book GG at Pages 168 and 159, and having according to a plat of "Property of D & W Manufacturing Company" prepared by Dalton & Neves, Engrs., which plat is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book GG at Pages 158 and 159, and having according to a plat of "Property of D & W Manufacturing Company," prepared by Dalton & Neves, Engineers, November, 1968, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the intersection of the South side of Skyview Drive with the West side of Pleasantburg Drive (By Pass Highway S. C. No. 291); and running thence with the line of the right-of-way along the West side of said Pleasantburg Drive, S. 6-50 E. 430.1 feet to an iron pin at the Southeastern most corner of Lot No. 18; thence with the Southern line of Lot No. 18 S. 83-10 W. 600 feet to an iron pin on the Eastern side of Winterberry Court; thence with said street extension line N. 6-50 W. 100 feet to an iron pin at the corner of property of Wm. V. Harris; thence N. 83-10 E. 100 feet to an iron pin; thence with the line of property of Wm. V. Harris and Carl Baker, et al N. 6-50 W. 350 feet to an iron pin on the Southern side of Skyview Drive; thence with the line of said drive N. 83-10 E. 400 feet to an iron pin; thence continuing with said drive S. 86-06 E. 101.9 feet to an iron pin, point of beginning.

Being same property conveyed to Barbecue King, Inc. by deed of D & W Manufacturing Co. April 27, 1972 recorded in Deed Book 994, Page 198, said RMC Office.

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 hereinafore 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, hold and sustain 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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