

BEGINNING at an iron pin in line of right of way of Charleston Street at the joint front corner of Lots 8 and 9 and running thence with the common line of said lots, N. 54-15 W. 229.65 feet to an iron pin; thence N. 10-07 E. 104.6 feet to an iron pin; thence S. 79-20 E. 319.65 feet to an iron pin on Charleston Street; thence with said Street, S. 39-26 W. 230 feet to the point of beginning.

This is a mortgage second to that of a mortgage given by the Mortgagee herein and W. M. Webster, Jr. to The Peoples National Bank and currently held by Bankers Trust of South Carolina, recorded in the R.M.C. Office of Greenville County in Mortgage Book 1112 at Page 463, with a current outstanding balance of \$42,900.38.

This mortgage is also inferior to the Land and Building Lease given by the Mortgagee and W. M. Webster, Jr. to American Dairy Queen Corporation on November 8, 1968.

The property mortgaged herein is the same property conveyed to the Mortgagor by deed of the Mortgagee and W. M. Webster, Jr., dated October 1, 1976, and recorded in the R.M.C. Office for Greenville County in Deed Book 1044 at Page 148.

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 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein.

R.E.H.

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