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STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

FILED MAY 23 1977 DONNIE S. TANKERSLEY R.M.C.

BOOK 1398 PAGE 533

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: HUNGRY BULL ASSOCIATES, a South Carolina general partnership with its principal office in the County of Spartanburg, State of South Carolina, (hereinafter referred to as Mortgagor) SENDS GREETINGS:

WHEREAS, the Mortgagor is well and truly indebted unto NORTH CAROLINA NATIONAL BANK, a national banking association, (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's substitute promissory note dated January 18, 1977, the terms of which are incorporated herein by reference, in the original sum of Nine Hundred Forty-One Thousand One Hundred Fifty-Four and No/100 ($941,154.00) Dollars, with interest thereon from the date thereof at the rate as specified in said substitute promissory note, said principal and interest to be repaid as therein stated with the final installment being due and payable on June 30, 1979; and

WHEREAS, in addition to securing the hereinabove referred to substitute promissory note, this mortgage is given to secure any and all future advances to be made by Mortgagee to Mortgagor, or for Mortgagor's account, the total of existing indebtedness and future advances outstanding and secured by the mortgage at any one time is not to exceed the maximum principal sum of Two Million and No/100 ($2,000,000.00) Dollars, plus interest thereon, attorneys' fees and court costs; and

WHEREAS, in addition to securing the hereinabove referred to substitute promissory note and any and all future advances, this mortgage is given to secure the performance of the terms and conditions of a Loan Agreement between Mortgagor and Mortgagee dated as of September 18, 1974, as amended; and

WHEREAS, the Mortgagor may hereafter become indebted to the 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 purpose;

NOW, KNOW ALL MEN that the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment of the above referred to substitute promissory note, the payment of the above referred to future advances, the performance of the terms and conditions of the above referred to Loan Agreement and the payment of any other and further sums for which the Mortgagor may be indebted to the Mortgagee, and also in consideration of the further sum of Three ($3.00) Dollars to the Mortgagor in hand well and truly paid by the Mortgagee at and before 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:

All of the right, title and interest of Hungry Bull Associates in and to that lease by and between Food Center, Inc. and Hungry Bull of West Greenville, Inc., dated November 21, 1972, the interest of Hungry Bull of West Greenville, Inc. in said lease having been assigned to Hungry Bull Associates by assignment dated May 28, 1975, the premises subject to such lease being described as follows: All that certain piece, parcel or tract of land, situate, lying and being near the City of Greenville in Greenville County, South Carolina, located on the southern side of W. Faris Road and on the western side of a frontage road for Interstate Hwy. 185 and having the following metes and bounds according to plat entitled "Topography for Hughes Real Estate" by Webb Surveying & Mapping Co. dated Sept., 1972, to-wit: BEGINNING at the point of intersection of the western most right-of-way for the frontage road for Interstate 185 and the southern right-of-way of W. Faris Road and running thence with the western right-of-way of the frontage

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