

GREENVILLE CO. S.C.
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LEATHERWOOD, WALKER, TODD & MANN

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STATE OF SOUTH CAROLINA)
COUNTY OF)

MORTGAGE OF REAL ESTATE

THIS MORTGAGE made ^{and of} this 1st day of September,
1977, by Krystal Real Estate Co. II

(hereinafter referred to as "Mortgagor") and given to American
National Bank and Trust Company of Chattanooga, as Trustee
(hereinafter referred to as "Mortgagee"), whose address is
736 Market St., Chattanooga, Tn. 37402

W I T N E S S E T H :

WHEREAS, the Mortgagor is the owner of the real
property described in Exhibit 1 attached hereto.

WHEREAS, the Mortgagor stands bound unto the
Mortgagee as trustee for the owners and holders of certain bonds
issued pursuant to and identified in the blanket Indenture of
Mortgage, Deed of Trust and Security Agreement hereafter
described, in the maximum principal sum of Seven Million Three
Hundred Fifteen Thousand ----- Dollars (\$7,315,000),
said principal together with interest thereon being payable as
provided for in said bonds, the terms and provisions of which
are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that
the said Mortgagor, for and in consideration of the aforesaid
indebtedness and in order to secure the payment thereof and
also to secure in accordance with Section 29-3-50, as amended,
Code of Laws of South Carolina (1976): (i) all future advances
that may subsequently be made to Mortgagor by Mortgagee pursuant
to the blanket Indenture of Mortgage, Deed of Trust and Security
Agreement hereinafter described; and (ii) all other indebtedness
of Mortgagor to the aforesaid Bondholders, now or hereafter
existing, whether direct or indirect, the maximum amount of all
indebtedness outstanding at any one time secured hereby not to
exceed \$7,315,000.00, plus interest thereon, all charges
and expenses of collection including court costs and reasonable
attorneys fees, has granted, bargained, sold, released and by
these presents does grant, bargain, sell and release unto the
Mortgagee, its successors and assigns, all the right, title and
interest of the company in and to all the property and assets, real,
personal and mixed, now owned by the company, wherever situate
(except the property and assets expressly excepted in the
indenture from the lien thereof) and also all the property and
assets, real, personal and mixed, hereafter acquired by the
company wherever situate (except the property and assets
expressly excepted in the indenture from the lien thereof),
including both as to property now owned and property hereafter
acquired (without in anywise limiting or impairing by the
innumeration of the same the scope and intent of the foregoing
or of any general description contained herein or in the
indenture) all property and rights described in granting clauses
I through IV of the indenture, both inclusive, including but not

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