

MORTGAGE OF REAL ESTATE -

STATE OF SOUTH CAROLINA } 435 BUNCOMBE } MORTGAGE OF REAL ESTATE BOOK 1434 PAGE 535
COUNTY OF GREENVILLE } GREENVILLE, S.C. 29601

FILED TO ALL WHOM THESE PRESENTS MAY CONCERN:
GREENVILLE, CO. S.C.

WHEREAS, Steak House Models, Inc
FOHNE S. TANKERSLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto Clarence Cooper & Syble Cooper

(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

Ten Thousand and no/100-----Dollars (\$10,000.00) due and payable with interest at the rate therein specified in installments of Two Hundred and 38/100 (\$200.38) Dollars each on the First day of each month hereafter in advance until the principal sum with interest has been paid in full, such payments to be applied first to the payment of interest, computed monthly on the unpaid principal balance, and then to the payment of principal with the last payment, if not sooner paid, to be due and payable on the First day of May 1983

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 certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Greenville Township, and in Ward One of the City of Greenville on the Southeast corner of Buncombe and Whitner Streets and having the following metes and bounds, to-wit:

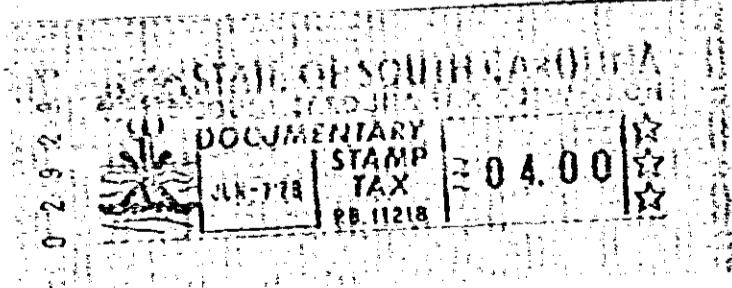
BEGINNING at an iron pin on the Southeast corner of Buncombe and Whitner Streets and running thence with the line of Whitner Street, 174 feet and 3 inches to an iron pin on a ten-foot alley; thence along said ten-foot alley, 65 feet and 3 inches to an iron pin on said ten-foot alley; thence with a line parallel with Whitner Street 150 feet to an iron pin on Buncombe Street; thence with the line of Buncombe Street 70 feet and 10 inches to the beginning corner; less however a small strip of land across the front of the above lot, conveyed to the City of Greenville by deed recorded in Vol. 130, at page 106.

ALSO: A small wedge shape piece of land adjoining the above described property and fronting 8 feet on the west side of Buncombe Road, and being the property conveyed to Florence Hillhouse by deed of Mary Poe Mayo recorded in the said R.M.C. Office for Greenville County in Deed Book 253 at page 25; LESS HOWEVER the major portion of said property conveyed by Florence Hillhouse to L.B. Sims by deed recorded in said R.M.C. Office in Deed Book 287 at page 110.

All of the above described property is shown on City Block Book as Lot 6, in Block 4, on Sheet 14.

The above described property is the same conveyed to the mortgagor herein by the mortgagees herein by deed dated this date to be recorded herewith.

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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 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.
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.

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