

State of South Carolina

Mortgage of Real Estate

County of GREENVILLE

THIS MORTGAGE made this 9th day of August 19 78

by L and M Company, a Partnership,

(hereinafter referred to as "Mortgagor") and given to Bankers Trust of South Carolina

(hereinafter referred to as "Mortgagee"), whose address is P. O. Box 608, Greenville, South Carolina 29602

WITNESSETH:

THAT WHEREAS, L and M Company, a Partnership,  
is indebted to Mortgagee in the maximum principal sum of Five Hundred Thousand and No/100-----  
----- Dollars (\$ 500,000.00 ), which indebtedness is  
evidenced by the Note of L and M Company, a Partnership, of even  
date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of  
which is eighty three (83) months after the date hereof, the terms of said Note and any agreement modifying it  
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 together with any renewals or extensions or modifications  
thereof upon the same or different terms or at the same or different rate of interest and also to secure in accordance with  
Section 29-3-50, as amended, Code of Laws of South Carolina (1976) (i) all future advances and readvances that may  
subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all  
renewals and extensions thereof; and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether  
direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed  
\$ 500,000.00 plus interest thereon, all charges and expenses of collection incurred by Mortgagee  
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, the following described property.

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 Grantt Plaza, being shown and  
designated on a plat entitled "Survey for Burger King Corporation" made by  
Carolina Surveying Company, November 15, 1973. According to said plat the  
property is more fully described as follows:

BEGINNING on an unnamed street at corner of property now or formerly owned  
by Jean O. Bailey which point is 280 feet from U. S. Highway 29 and running  
thence along the line of said Street, S. 25-59 E. 200 feet to an iron pin;  
thence S. 67-41 W. 200.4 feet to an iron pin; thence N. 25-59 W. 200 feet  
to an iron pin at the corner of Bailey property; thence with joint line of  
Bailey property, N. 67-41 E. 200.4 feet to an iron pin, the point of  
beginning.

The property above being the same property acquired by the Mortgagor by  
deed of Lawrence G. Stokes recorded September 4, 1974 in the RMC Office  
for Greenville County in Deed Book 1006 at Page 208.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident  
or appertaining thereto, all improvements now or hereafter situated thereon, and all fixtures now or hereafter attached thereto  
(all of the same being deemed part of the Property and included in any reference thereto).