

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
OCT 2 4 29 PM '79

CO. S. C. MORTGAGE OF REAL ESTATE BY A CORPORATION
TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, Shoney's South, Inc. a corporation chartered under the laws of the State of Tennessee (hereinafter referred to as Mortgagor) is well and truly indebted unto

Central Realty Corporation

(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 One Hundred Sixteen Thousand Four Hundred Thirty-Three

and no/100 ----- Dollars (\$ 116,433.00) due and payable

in two equal annual installments of principal of Fifty-Eight Thousand Two Hundred Sixteen and 50/100 (\$58,216.50) Dollars each on January 10, 1980 and on January 10, 1981,

with interest thereon from _____ date _____ at the rate of Six (6%) per centum per annum, to be paid:

on the same date as principal until paid in full.

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, the Mortgagee's heirs, 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, on the northern side of the right-of-way of Interstate 85 and being shown on plat of property entitled "Survey for Shoney's South, Inc." prepared by James Ralph Freeland, R.L.S., dated May 10, 1979 and recorded in the RMC Office for Greenville County in Plat Book 7-H, at Page 92, and having, according to said survey, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern right-of-way of Interstate 85, said iron pin being 4,320 feet from the point of the intersection of the right-of-way of Interstate 85 and Pelham Road, the corner of property now or formerly of Rolling Green Real Estate Co. and running thence with the line of property of Rolling Green Real Estate Co. N. 25-50 W. 710 feet to an iron pin; thence with other property of the grantor N. 66-48 E. 650 feet to an iron pin; thence continuing with other property of the grantor S. 25-50 E. 710 feet to an iron pin on the northern right-of-way of Interstate 85; thence with the northern boundary of the right-of-way of Interstate 85 S. 66-48 W. 650 feet to the point of beginning.

This is the same property conveyed to the mortgagor herein by deed of Central Realty Corporation, dated June 29, 1979 and recorded in the RMC Office for Greenville County in Deed Book 1105, at Page 947 on July 2, 1979.

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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
\$ 46.60

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, 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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