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GREENVILLE CO. S. C.

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DOHNIE S. TANKERSLEY
R.M.C.

MORTGAGE

VOL 1473 PAGE 431

THIS MORTGAGE is made this 13th day of July, 1979, between the Mortgagor, RYAN'S FAMILY STEAK HOUSE OF GREENVILLE, #2 (herein "Borrower"), and the Mortgagee, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

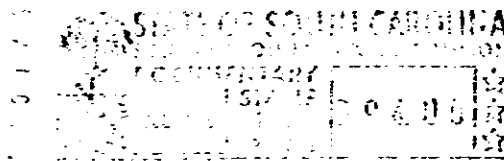
WHEREAS Borrower is indebted to Lender in the principal sum of Two Hundred Thirty Five Thousand & 00/100 (\$235,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 13, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 1999.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that certain piece, parcel or tract of land, situate, lying and being in the County of Greenville, State of South Carolina, being located on the Western side of White Horse Road, and containing 1.2 acres, more or less, as shown on survey entitled "Property of Ryan's Family Steak House of Greenville-No. 2" dated June 29, 1979, prepared by Clarkson Surveying Company, recorded in the Greenville County R.M.C. Office in Plat Book 7-6 at Page 32 and having according to said survey, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the western side of the right-of-way of White Horse Road and running thence along said right-of-way N. 26-16 W. 151.02 feet to a new iron pin (said iron pin being 2.48 feet, more or less, in a southerly direction from an old iron pin) at the joint corner of the within tract and other property of the C. Douglas Wilson Company, Inc., thence S. 57-00 W. 350 feet to a new iron pin; thence S. 26-16 E. 151.02 feet to a new iron pin on the northern side of the right-of-way of Eastborne Road; thence along said right-of-way N. 57-00 E. 350 feet to an old iron pin, the point and place of beginning.

This is the same property conveyed to the Mortgagor herein by Deed of C. Douglas Wilson, Inc. dated March 13, 1979, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1098 at Page 492 on March 15, 1979.



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which has the address of White Horse Road, Greenville, South Carolina, 29611 (herein "Property Address");
(Street) (City) (State and Zip Code)

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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