

Mortgagee's address: 1636 Horseshoe Drive, Columbia, SC 29204

HORTON, DRAWDY, HAGINS, WARD & BLAKELY, P.A. 307 PETTIGRU ST., GREENVILLE, S.C. 29603

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
CO. S. C.  
3 41 PM '79  
R.M.C. HENNERSLEY

MORTGAGE OF REAL ESTATE  
(CORPORATION)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, HAYWOOD ROAD PET MOTEL, INC., a corporation organized and existing under the laws of the State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto JANE STEWART WALLACE

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of:

Ten Thousand and No/100 (\$10,000.00) Dollars

(\$ 10,000.00 due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein, with interest thereon from date at the rate of 9% per centum per annum, to be paid as provided for in said note; and, said note being due and payable one year from the date hereof, with interest payable at maturity.

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:

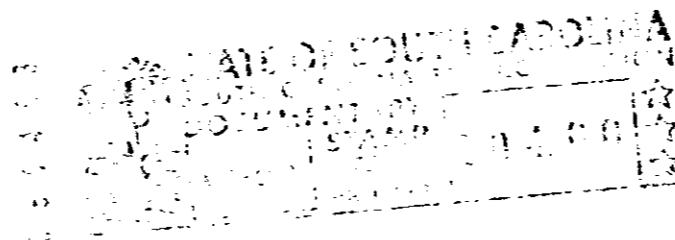
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 tract of land, located, lying and being in Greenville County, State of South Carolina, containing 2 acres, lying on the Northern side of Pelham Road, as shown on survey entitled "Property of Wayne Creel", dated July 16, 1979, prepared by Gould & Associates, Surveyors, and recorded in the Greenville County RMC Office in Plat Book 7-L at Page 13, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern edge of the right-of-way of Pelham Road at the joint front corner of the within tract and property now or formerly of Jane S. Wallace and running thence, along the joint line of said tracts N. 7-55 W., 209.17 feet to an iron pin; thence N. 66-11 E., 25.73 feet to an old iron pin; thence N. 66-11 E., 324.7 feet to a new iron pin; thence S. 7-55 E., 305.3 feet to a new iron pin on the Northern edge of the right-of-way of Pelham Road; thence, along said right-of-way S. 82-05 W., 337.00 feet to an iron pin on the Northern edge of the right-of-way of Pelham Road, at the joint corner of the within tract and property now or formerly of Jane S. Wallace, the point and place of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Jane Stewart Wallace recorded in the Greenville County RMC office in Deed Book 1108 at Page 670 on the 6 day of August, 1979.

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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 of all 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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