

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

4 39 PM '81
DONNERSLEY
R.M.C.

MORTGAGE #00: 1558 #43: 260
OF
REAL PROPERTY

THIS MORTGAGE, executed the 19th day of October 1981 by HONEY PROPERTIES, INC., a N.C. Corporation (hereinafter referred to as "Mortgagor") to First National Bank of South Carolina (hereinafter referred to as "Mortgagee") whose address is Post Office Box 2568, Greenville, S.C. 29602

WITNESSETH:

IN CONSIDERATION of the sum of Three Dollars (\$3.00) paid to Mortgagor by Mortgagee and in order to secure the payment of a promissory note including any renewal, extension or modification thereof (hereinafter referred to as the "Note"), dated October 19, 1981, to Mortgagee for the principal amount of Two Hundred Fifty Thousand (\$250,000.00) Dollars, plus interest thereon and costs of collection, including attorneys' fees, and to further secure all future advances or re-advances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note or any renewal, extension or modification thereof or evidenced by any instrument given in substitution for said Note, Mortgagor has granted, bargained, sold and released to Mortgagee and the successors and assigns of Mortgagee, and by this Mortgage does grant, bargain, sell, and release to Mortgagee and the successors and assigns of Mortgagee, all the following real property (hereinafter referred to as the "Property"):

ALL that tract or parcel of land lying and being in Greenville County, S.C., and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southeasterly right-of-way of Old Buncombe Road and Thompson Street; running thence in a northeasterly direction along said southeasterly right-of-way line of Buncombe Road a distance of 1,021 feet to an iron pin located at the TRUE POINT OF BEGINNING; from the POINT OF BEGINNING as thus established running thence N. 17-09-05 E. along said southeasterly right-of-way line of Buncombe Road a distance of 127.92 feet to an iron pin; thence S. 63-31-02 E. 258.29 feet to an iron pin; thence S. 26-28-55 W. 140 feet to an iron pin; thence N. 63-30-58 W. 235 feet to an iron pin located at the TRUE POINT OF BEGINNING; said tract containing 0.793 acres as shown on that certain Boundary and Topographic Survey prepared for Del Taco Corporation by James R. Fister, RLS #5574, of Melvin H. Pair & Associates, dated June 10, 1979.

ALSO: ALL that certain piece, parcel or lot of land situate, lying and being in Greenville County, S.C., being known and designated as 0.73 acres as shown on plat entitled "Del Taco", which plat was prepared by Samuel G. Evans, Jr., and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the southern right-of-way of Wade Hampton Blvd., 241 feet west of the center line of Middleton Street, and running thence along the line of Gulf Oil Corporation S. 25-33 E. 205 feet to an iron pin on the line of Capri's Restaurant and J.E. Fleming Estates; thence along said property line S. 61-48 W. 150 feet to an iron pin; thence continuing with Fleming property N. 25-32 W. 220 feet to an iron pin on Wade Hampton Blvd.; thence along said right-of-way of Wade Hampton Blvd. N. 67-32 E. 150 feet to the point of beginning; said tract containing 0.73 acres, more or less, according to said plat.

Being the property conveyed to the Mortgagor by two deeds of Del Taco Corporation, both of which will be executed and recorded of even date herewith.

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):

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted

400 8 9541801

4328 RV-2