Mortgagee's Address: 3726 Latrobe Drive, Charlotte, NC 28234 800:1566 PAGE OF MORIGAGE OF REAL ESTATE BY A CORPORATION CO. S. C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

HAR 23 2 41 PM HORTGAGE OF REAL ESTATE BY A CORPORATION TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Steak House Motels, Inc.

a corporation chartered under the laws of the State of Virginia (hereinafter referred to as Mortgagor) is well and truly indebted unto Commercial Credit Services 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 Thirty-Five Thousand and No/100ths------

Dollars (\$ 35,000.00) due and payable

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in equal consecutive monthly installments of \$723.44 each, beginning on April 25, 1982 and on the same day of each successive month until the Principal, and all interest, has been repaid in full,

with interest thereon from

date

at the rate of

per centum per annum, to be paid: monthly

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, in Greenville Township, and in Ward One of the City of Greenville on the Southeast corner of Buncombe and Whitner Streets and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southeast corner of Buncombe and Whitner Streets and running thence with the line of Whitner Street, 174 feet and 3 inches to an iron pin on a ten-foot alley; thence along said ten-foot alley, 65 feet and 3 inches to an iron pin on said ten-ffot alley; thence with a line parallel with Whitner Street 150 feet to an iron pin on Buncombe Street; thence with the line of Buncombe Street 70 feet and 10 inches to the beginning corner; less however a small strip of land across the fornt of the above lot, conveyed to the City of Greenville by deed recorded in Deed Book 130 at Page 106.

ALSO: A small wedge shape piece of land adjoining the above described property and fronting 8 feet on the west side of Buncombe Road, and being the property conveyed to Florence Hillhouse by deed of Mary Poe Mayo recorded in the said RMC Office for Greenville County in Deed Book 253 at Page 25; LESS HOWEVER the major portion of said property conveyed by Florence Hillhouse to L. B. Sims by deed recorded in said R.M.C. Office in Deed Book 287 at Page 110.

Being the same property conveyed to the mortgagor herein by deed of Clarence Cooper and Syble S. Cooper dated May 31, 1978, and recorded in the RMC Office for Greenville County in Deed Book 1080 at Page 270.

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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 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 is 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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