

MORTGAGE OF REAL ESTATE

S. C.

BOOK 1574 PAGE 540

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

1982 MORTGAGE OF REAL ESTATE

ASLEY TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, BULLOCK'S RESTAURANT, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto C. T. BULLOCK & MAYNA C. BULLOCK

(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 SEVENTY-FOUR THOUSAND AND NO/100----- Dollars (\$ 174,000.00) due and payable

\$1,563.96 per month for 15 years, payments applied first to interest and balance to principal, with right to anticipate the full amount at any time, with the first payment to commence August 1, 1982

with interest thereon from date at the rate of 7% 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, its 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, situate on the southern side of Laurens Road being known and designated as Lots Nos. 58, 59, 60, 86, 87 & 88 on plat entitled "Map of Glenn Grove Park", prepared by R. E. Dalton, Engineer, dated May, 1924, recorded in the RMC Office for Greenville County in Plat Book F, page 233, and having according to said plat the following metes and bounds;

BEGINNING at iron pipe at southwestern intersection of Laurens Road and McAdoo Avenue, being northeastern corner of Lot 86, and running along southwestern side of Laurens Road and along lines of Lots 86, 87 & 88, N. 73-0 W. 64.6 feet to iron pipe at joint front corner of Lots 88 & 89; thence along line of Lot 89, S. 17-0 W. 100 feet to iron pipe on northeastern side of 10-foot alley, joint rear corner Lots 88 & 89; thence along northeastern side of said 10-foot alley and along rear lot lines of Lots 88, 87 & 86, S. 73-0 E. 66.8 feet to iron pipe on northwestern side of McAdoo Avenue and southern most rear corner of Lot 86; thence along northwestern side of McAdoo Avenue N. 15-48 E. 100 feet to beginning corner; subject, however, to right of way heretofore obtained by the S. C. State Highway Department for the purpose of widening Laurens Road.

ALSO: BEGINNING at iron pin at intersection of Laurens Road and McAdoo Avenue and running thence with Laurens Road along lines of Lots 60, 59 & 58, S. 73-0 E. 150 feet to iron pin at joint front corner Lots 58 & 57; thence running along line of Lot 57, S. 15-48 W. 166.7 feet to joint rear corner Lots 57 & 58; thence running along rear lines of Lots 58, 59 & 60, N. 74-12 W. 150 feet to joint corner of Lots 60 & 61; thence running the McAdoo Avenue N. 15-48 E. 170.1 feet to the point of beginning.

This being the same properties conveyed to Bullock's Restaurant, Inc. by deed of C. T. Bullock and Mayna Clark Bullock on October 13, 1976, recorded in the RMC Office for Greenville County on October 13, 1976, in Deed Book 1044, at page 561.

AT THE OPTION of the Mortgagee, the indebtedness hereby secured, shall become due and payable if the Mortgagor shall convey the mortgaged premises or if title thereto shall become vested in any other person or party for any other reason whatsoever."

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 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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