

State of South Carolina

1653 PAGE 120

Mortgage of Real Estate

County of Greenville

FILED
GREENVILLE CO. S.C.
MAR 21 3 14 PM 1984
DONNIE T. WALKERSLEY
R.M.C.

THIS MORTGAGE is dated February 15, 1984

THE "MORTGAGOR" referred to in this Mortgage is John L.M. Tobias

THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is P.O. Box 448, Columbia, South Carolina 29202

THE "NOTE" is a note from John L.M. Tobias

to Mortgagee in the amount of \$ 320,000.00, dated February 15, 1984. The Note and any documents renewing, extending or modifying it and any notes evidencing future advances are all referred to as the "Note" and are considered to be a part of this Mortgage. The final maturity of the Note is May 15, 1987. The amount of debt secured by this Mortgage, including the outstanding amount of the Note and all Future Advances under paragraph 13 below, shall at no time exceed \$ 320,000.00, plus interest, attorneys' fees, and court costs incurred in collection of amounts due hereunder, and Expenditures by Mortgagee under paragraph 5 below. Interest under the Note will be deferred, accrued or capitalized, but Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note.

THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest: (a) the indebtedness evidenced by the Note; (b) any Future Advances made under paragraph 13 below; (c) Expenditures by Mortgagee under paragraph 5 below; and (d) attorneys' fees, court costs and other amounts which may be due under the Note and this Mortgage. In consideration of the above indebtedness and for other valuable consideration which Mortgagor acknowledges receiving, Mortgagor does hereby mortgage, grant and convey to Mortgagee, its successors and assigns, the following described property:

All that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, on the Easterly side of White Horse Road, containing 1.85 acres, more or less, and having according to a survey prepared for John L.M. Tobias by Carolina Surveying Co., dated January 6, 1984, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 10-A at Pages 95 & 96, the following metes and bounds, to wit:

Beginning at an old iron pin on the Easterly side of White Horse Road located 336 feet, more or less, from the intersection of White Horse Road and Jacobs Road and running thence along the edge of the right-of-way of White Horse Road N 31-30 W 150.5 feet to an old iron pin; thence turning and running along common line of property of Terminal Warehouse Corp. N 61-15 E 416.5 feet to an old iron pin; thence turning and running along common line with Martin Page S 28-45 E 240.0 feet to an old iron pin; thence with common line with Hattie L. Gravette, et al, S 61-15 W 204.08 feet; thence turning and running along common line with Waffle House, Inc. N 32-16 W 90 feet to an iron pin; thence turning and running along said common line with Waffle House, Inc. S 61-15 W 200 feet to an old iron pin, the point of beginning.

The above premises are subject to easements, restrictions and rights-of-way of record. And being the same premises conveyed to the mortgagor herein by SMS Corporation by deed dated February 15, 1984, and recorded in the RMC Office for Greenville County in Deed Book 1206 at Page 331.

15, Miscellaneous. (i) continued from page 3:

In consideration of the Mortgage and the Conditional Assignment of Lease, and notwithstanding any language herein to the contrary, Mortgagee agrees that so long as the lessee of the mortgaged premises shall not be in default under the provisions of the lease, said lease shall not be terminated nor shall any of lessee's rights and obligations under said lease be disturbed by any steps or proceedings taken by Mortgagee in the exercise of any of its rights under this Mortgage, nor in any other way shall the lessee be deprived of its rights under the lease.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DOCUMENTARY
STAMP
MARCH 21 1984
TAX 128.00
R.M.C.

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);

0129

4328-RV-21