

Mortgagee's Address: Route 15, Box 44, Jacqueline Drive, Greenville, SC 29607

MORTGAGE OF REAL ESTATE BY A CORPORATION—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S.C.
Dec 27 11 19 AM '84

MORTGAGE OF REAL ESTATE BY A CORPORATION

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, Waffle House, ^{DONNIE S. TANKERSLEY}
R.M.C.

a corporation chartered under the laws of the State of Georgia
(hereinafter referred to as Mortgagor) is well and truly indebted unto Tobie Allen

(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 Thousand and No/100-----Dollars (\$ 100,000.00-) due and payable
in three equal annual principal installments, the first installment being due and payable
on or before December 31, 1985, together

on the unpaid balance
with interest thereon from December 31, 1984 at the rate of eleven (11%) per centum per annum to be paid: with principal,
until the balance of principal due is paid in full.

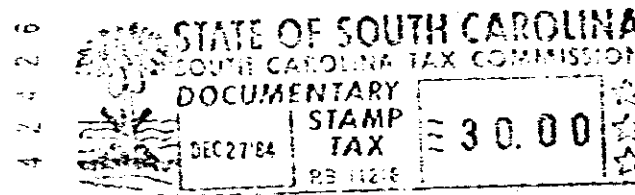
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for
the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, and being more particularly described as follows:

BEGINNING at an iron pin on the eastern right of way of U. S. Highway 276, approxi-
mately 161 feet southeast of its intersection with Interstate 85; thence along the line
with John D. Hollingsworth S. 85-17 E. 311.68 feet to an iron pin; thence continuing
along said line S. 47-12 W. 216.20 feet to an iron pin on the eastern right of way on
U. S. Highway 276; thence along said right of way N. 41-23 W. 230.0 feet to the point
of beginning.

The above described property is the same property conveyed to the Mortgagor herein
by deed of the Mortgagee of even date herewith and recorded in the RMC Office for
Greenville County, South Carolina.



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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or apper-
taining, 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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