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State of South Carolina

COUNTY OF CREENVILLE

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To All Whom These Presents May Concern:

GREEN MOTELS, INC., a South Carolina corporation, with its principal of fice

__(hereinafter referred to as Mortgagor) SEND(S) GREETINGS ON located in Greenville, S. C. WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATIONS
OF GREENVILLE SOUTH CAROLINA (hereinafter referred to as Mortgagee) in the full and just sum of

(\$ __ 700,000.00__) Seven Hundred Thousand and no/100 Dollars, as evidenced by Mongagor's promissory note of even date herewith, said note to be repaid with interest at the rate

therein specified in installments of Five Thousand Six Hundred Six and 83/100 (\$ 5,606.83). Dollars each in the first day of each month hereafter in advance, until the principal sum with interest has been paid in full, such payments to be applied first to the payment of interest, computed monthly on unpaid principal balances, and then to the payment of principal with the last payment, if not sooner paid, to be due and payable 18 years after date; and

WHEREAS, said note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty days, or if there shall be any failure to comply with and abide by any By-Laws or the Charter of the Mirragage, or any stipulations set out in this mortgage, the whole amount due thereunder shall, at the option of the holder thereof become numediately due and payable, and said holder shall have the right to institute any proceedings upon said note and any collaterals given to secure same, for the purpose of collecting said principal due, and interest, with costs and expenses for such proceedings; and

WHEREAS, the Mortgagor may hereafter become indebted to the Mortgages for such further sums as may be advanced to the Mortgagor's account for the payment of taxes, insurance premiums, repairs, or for any other purpose;

NOW, KNOW ALL MEN. That the Mortgagor, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortgagee to the Mortgagor's account, and also in consideration of the sum of further sums which may be advanced by the Mortgagee to the Mortgagee at and before the sealing of these pre-Three Dollars (\$3.00) to the Mortgagor in hand well and muly paid by the Mortgagee at and before the sealing of these presents, the receipt whereif is hereby acknowledged, his granted, bargained, sold, and released, and by these presents does sents, the receipt whereif is hereby acknowledged, his granted, bargained, sold, and release unto the Mortgagee, its successors and assigns, the following described real estate:

All that certain piece, parcel, or lot of lond, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, lying and being on the

southwesterly side of Mauldin Road, near the City of Greenville, and having according to a plat of the Property of Green Motels, Inc., dated July 7, 1966, made by Campsen & Clarkson and recorded in the RMC Office for Greenville County, S. C. in Plat Book page 161, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwesterly side of Mauldin Road, said pin being the joint corner of the property herein described and property of Humble Oil & Refining Company, and said pin being located 180 feet northwest of the westerly corner of intersection of Mauldin Road with the right-of-way for Interstate Highway 85, and running thence along the line of the property of Humble Oil S 39-56 W 200 feet to an iron pin; thence turning and continuing with the line of the Humble Oil property S 50-22 E 153.7 feet to an iron pin; thence turning and continuing with the line of the Humble Oil property S 43-56 W 127.6 feet to an iron pin; thence turning and continuing with the line of the Humble Oil property S 50-22 E 61 feet to an iron pin on the edge of the right-of-way for Interstate Highway 85; thence turning and running with the line of said right-of-way S 43-56 W 200 feet to an iron pin; thence turning and leaving said right-of-way and running with the line of property now or formerly belonging to Kingroads Development Corporation N 51-47 W 647.1 feet to an iron pin; thence turning and running with the line of the Kingroads property N 39-56 E 545 feet to an iron