

STATE OF SOUTH CAROLINA GREENVILLE, CO. S. C.

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

CLAUDE S. TANKERSLEY
R.H.C.

WHEREAS, R. B. Isham and Bess K. Isham

(hereinafter referred to as Mortgagor) is well and truly indebted unto Western Family Steak Houses, Inc., a 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 Seventy-one Thousand Six Hundred Sixty-three and 60/100

Dollars (\$ 71,663.60) due and payable monthly at the rate of \$1,194.39 per month, together with accrued interest, on or before the 15th day of each month, the first payment being due March , 1973.

with interest thereon from date at the rate of eight(8%) per centum per annum, to be paid: monthly along with principal payment.

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, being portion of property shown as Lot 4 on plat entitled "Lula B. Green", recorded in Plat Book B at page 112, and being described by plat of recent survey of Property of Western Family Steakhouses, Inc., according to plat recorded in Plat Book 4K at Page 21 in the R.M.C. Office for Greenville County, according to said plat the property is more fully described as follows:

BEGINNING at an iron pin on the northwestern side of Wade Hampton Blvd. at the joint front corner of property described herewith and property now or formerly owned by Baldwin and running thence along the joint line of said property, N. 47-0 W. 350.0 feet to an iron pin; thence N. 43-0 E. 130.0 feet to an iron pin; thence S. 47-0 E. 350 feet to an iron pin on Wade Hampton Blvd.; thence along Wade Hampton Blvd., S. 43-0 W. 130.0 feet to an iron pin, the point of beginning.

This mortgage is junior in lien to that certain mortgage in favor of Fidelity Federal Savings and Loan Association dated May 31, 1971, and recorded in the R.M.C. Office for Greenville County in Mortgage Book 1193, page 170, the current balance of same being in the sum of One Hundred Seventy-Nine Thousand Five Hundred Eighty-six and 40/100 (\$179,586.40) Dollars.

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.