

FILED
GREENVILLE S.C.

Mortgage of Real Estate

County of Greenville

JUL 22 4 06 PM '83

THIS MORTGAGE is dated DONNIE S. July 20, 19 83
R.M.C.THE "MORTGAGOR" referred to in this Mortgage is John L.M. TobiasTHE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is P.O. Box 448,
Columbia, South Carolina 29202THE "NOTE" is a note from John L.M. Tobias

to Mortgagee in the amount of \$ 300,000.00, dated July 20, 19 83. 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 October 16, 19 86. 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 \$ 300,000.00, 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 certain piece, parcel or tract of land, lying, being and situate in the County of Greenville, State of South Carolina, containing 0.6755 acres and being more particularly described on survey entitled "Property of Alvin A. McCall, Jr." prepared by Freeland & Associates, dated March 16, 1983 and having according to said survey the following metes and bounds, to wit:

Beginning at a new iron pin on the north side of the right-of-way of Wade Hampton Boulevard, joint front corner with property now or formerly of Drews Furniture and running thence along property now or formerly of Drews Furniture N 32-22 W 210.00 feet to an iron pin; thence along property now or formerly of McCall N 43-39 E 148.57 feet to an iron pin; thence S 39-30 E 210.00 feet along property now or formerly of McCall to an iron pin on the northern right-of-way of Wade Hampton Boulevard; thence with said right-of-way S 42-57 W 141.97 feet to the point of beginning.

Together with a ^{non-exclusive} right-of-way over and across a 20-foot wide strip along the southeastern side of the above referenced tract for access, ingress and egress being bounded as follows: On the northwest by the above referenced tract, on the northeast by property now or formerly of McCall, on the southeast by property now or formerly of Wendy's, and on the southwest by the right-of-way of Wade Hampton Boulevard.

And being the same premises conveyed to the mortgagor herein by Alvin A. McCall, Jr. by deed dated July 20, 1983, and recorded in the RMC Office for Greenville County in Deed Book 1112, at Page 887.

15. Miscellaneous. (i) continued from p. 3:

Mortgagor, as lessor, and Mrs. Winner's of South Carolina, Inc., as lessee. In consideration of this 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.

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):