

STATE OF SOUTH CAROLINA } FILED MORTGAGE OF REAL ESTATE
COUNTY OF GREENVILLE } GREENVILLE CO. S.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

479 Weywood Rd Greenville
MAR 14 12 29 PM '84
DORRIS S. ANKERSLEY

WHEREAS, Joytime Distributors and Amusement, Inc., a corporation organized and existing under the laws of the State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto The Palmetto Bank,

(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 Twenty Thousand - - - - - Dollars (\$20,000.00) due and payable

(See terms of promissory note of even date),

with interest thereon from Mar. 14, 1984, at the rate of 14 3/4 per centum per annum, to be paid:

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, near the Northwestern corner of the intersection of Laurens Road (U.S. Highway No. 276) and James Street, in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 11 as shown on a plat of property of Emma C. Poag, dated June, 1939, and recorded in the RMC Office for Greenville County, S.C. in Plat Book K, at Page 68, and being further shown on a plat prepared for "Waffle House", by Carolina Engineering and Surveying Company, dated March 7, 1967, and recorded in the RMC Office for Greenville County, S.C. in Plat Book QQQ, at Page 41; said property is bounded and measures as follows: on the Northwest by Lot No. 10, Two Hundred (200') feet; and on the Southwest by Laurens Road, Seventy (70') feet, all as more fully shown on said plats, be all measurements a little more or less.

This is the same property conveyed to the Mortgagor herein by deed of The South Carolina National Bank, as Trustee of the H.E. Bailey Estate, dated November 14, 1983, and recorded in the RMC office for Greenville County, S.C. in Deed Book 1200 at page 751, on November 17, 1983.

This mortgage is junior to that certain mortgage in favor of The South Carolina National Bank, as Trustee of the H.E. Bailey Estate, recorded in Mortgage Book 1635, at page 908.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX \$ 08.00
RECEIVED

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.

400 8 11801

0030

4328-RV-2