

## LEATHERWOOD, WALKER, TODD &amp; MANN

STATE OF SOUTH CAROLINA )  
 COUNTY OF GREENVILLE )

## MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Big Boy Franchises, Inc., a West Virginia corporation, and T. A. McCarter, as Trustee for Hassie Roper McCarter, Christine M. Whitmire, Lillie M. Roe and T. A. McCarter (herein called mortgagors) send greetings:

WHEREAS, the mortgagor, Big Boy Franchises, Inc., a corporation chartered under the laws of the State of West Virginia, is well and truly indebted to the mortgagee in the full and just sum of Seventy Thousand and No/100 Dollars (\$70,000.00) with interest from date at the rate of six and one-half per cent (6 1/2%) per annum on the unpaid balance until paid as evidenced by its certain promissory note in writing of even date herewith. The said principal and interest shall be payable at the office of The Peoples National Bank, Greenville, South Carolina, 100 West Washington Street in Greenville, South Carolina, or at such other place as the holder hereof may designate in writing, delivered or mailed to the debtor, in quarterly installments of Two Thousand, Three Hundred, Ninety Four and No/100 Dollars (\$2,394.00) commencing on the 1st day of December, 19 67, and continuing on the 1st day of each third month thereafter until fully paid, all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of its interests to place and the holder should place the said note of this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases