

1085 no 361

BEGINNING at a point on the southerly side of Pelham Road in line of property this day conveyed to Country Dinner Theatre of Greenville, Inc., and running thence along said line, S. 11-38 W. 550 feet to a point; thence turning and running along said line, S. 50-52 E. 413.06 feet to a point in line of property now or formerly of McCall Mfg. Co.; thence turning and running along line of said property, S. 41-30 W. 344 feet to a point; thence turning and running still along line of property now or formerly of McCall Mfg. Co. the following courses and distances, to-wit: N. 77-00 W. 350 feet; S. 59-15 W. 151 feet; S. 73-00 W. 190 feet; S. 79-30 W. 140 feet; S. 65-15 W. 250 feet; N. 79-40 W. 200 feet; N. 80-52 W. 165.5 feet to a point in line of property now or formerly of Hoke Smith; thence turning and running along line of property of Hoke Smith, N. 1-08 W. 827 feet; N. 3-04 E. 353.6 feet to a point on the southerly side of Pelham Road; thence turning and running along the southerly side of Pelham Road the following courses and distances: N. 89-00 E. 305.2 feet; N. 88-14 E. 795.1 feet; S. 86-37 E. 150 feet; S. 82-39 E. 115 feet; S. 75-47 E. 30.61 feet to the point of beginning.

EXCLUDED from the within mortgage is that certain sewer line right-of-way crossing the property described herein given by mortgagors to Country Dinner Theatre of Greenville, Inc. recorded in the Office of the R. M. C. for Greenville County in Deed Book 827 at Page 279.

The lien of this mortgage is subordinate to the lien of that certain mortgage from A/E, Inc., L. L. Paxson, and James B. Little to Bessie H. DeCamp, et al dated February , 1968 to be recorded in the Office of the R. M. C. for Greenville County, South Carolina

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the said mortgagee, his Heirs and Assigns forever.

AND the said A/E, Inc.

does hereby bind itself and its Successors to warrant and forever defend all and singular the said premises unto the said mortgagee, his

Heirs and Assigns, from and against itself and its Successors, lawfully claiming, or to claim the same, or any part thereof.

AND IT IS AGREED, by and between the parties hereto that the said Mortgagor, its successors or assigns shall keep the buildings erected, or to be erected on said premises, insured against loss and damage by fire for the benefit of the said Mortgagee, for an amount not less than

Dollars in such Company as shall be approved by the Mortgagee, his heirs executors, administrators or assigns, and shall deliver the policy to the said Mortgagee, and in default thereof, the said Mortgagee S, his heirs executors, administrators or assigns may effect such insurance and reimburse themselves under this mortgage for the expense thereof,

with interest thereon from the date of its payment. And it is further agreed, in the event of other insurance and contribution between the insurers, that the said Mortgagee his heirs executors, administrators or assigns, shall be entitled to receive from the aggregate of the insurance moneys to be paid, a sum equal to the amount of the debt secured by this mortgage.

AND IT IS AGREED, by and between the said parties that if the Mortgagor, its successors or assigns shall fail to pay all taxes and assessments upon the said premises when the same shall first become payable, then the said Mortgagee his heirs, executors or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse themselves under this mortgage for the sum so paid, with interest thereon from the date of such payment.