

WHEREAS, PROPERTIES UNLIMITED, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto FIRST PIEDMONT BANK AND TRUST COMPANY

Wendy's of South Carolina, Inc. of

(hereinafter referred to as Mortgagee) as evidenced by the ~~XXXXXX~~ promissory note of/even date herewith, the terms of which are incorporated herein by reference, in the sum of THIRTY THOUSAND AND NO/100-----Dollars (\$ 30,000.00) due and payable as per the terms of said note

with interest thereon ~~XXXXXXXXXXXX~~ ~~XXXXXXXXXXXX~~ to be paid: as per the terms of said note

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

All that parcel, piece or tract of land, containing 1.06 acres, situate, lying and being in the City of Greer, County of Greenville, State of South Carolina, and butting and bounding on the north side of U.S. Highway No. 29, also known as Wade Hampton Blvd., and being located at the northwest corner of Wade Hampton Blvd. and Brookwood Drive.

MEASURING and containing and butting and bounding as follows, to-wit: Commencing at the intersection of the west right of way line of Brookwood Drive and the north right of way line of Wade Hampton Blvd. for a point of beginning, and from said point going thence S. 67-41 W. along the north right of way line of Wade Hampton Blvd. a distance of 287.3 feet to a point; thence from said point N. 22-29 W. along Wade Hampton Blvd. where it widens a distance of 25 feet to a point; thence from said point S. 67-41 W. along the north right of way line of Wade Hampton Blvd. a distance of 181.5 feet to a point; thence from said point, N. 26-00 W. a distance of 194.7 feet to a point; thence from said point, S. 87-49 E. a distance of 529 feet to a point, being the point of beginning. The parcel of land herein mortgaged being triangular in shape and being more clearly shown and delineated on a plat thereof by Dalton & Neves Engineering Company, dated January 18, 1971, bearing legend "Property of Investments Diversified, Ltd., et al." and recorded in the RMC Office for Greenville County on February 1, 1971, in Plats Book 4-F, at Page 60, reference to said plat is hereby craved for a more full and complete description.



Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.

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