

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE
(CORPORATION)
TO ALL WHOM THESE PRESENTS MAY CONCERN:

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 SOUTH CAROLINA NATIONAL BANK, AS TRUSTEE OF THE H. E. BAILEY ESTATE,

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of:

Thirty-Eight Thousand Four Hundred and No/100-----Dollars
(\$38,400.00) due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein, with interest thereon from date at the rate of TWELVE per centum per annum, to be paid as provided for in said note, and,

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, situate, lying and being 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 _____, at Page _____, on November 17, 1983.

SC71 1 NC17 83 707

Together with all and singular rights, members, hereditaments, and appertinances 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 Mortgagee 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.

4 OCT

0000

328-4-2