

FEB 1 3 36 PM 1991

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: BERRY'S, INC.

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto LEROY'S, INC., Clyde Davis and F. LeRoy Langston, Jr. (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

TEN THOUSAND & NO/100 ----- DOLLARS (\$ 10,000.00 )

due and payable one year after date with the right to anticipate in full or in part without penalty at any time

with interest thereon from date at the rate of five per centum per annum, to be paid: annually

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, situate on the Northwest side of Wade Hampton Boulevard (also known as U. S. Highway No. 29, or Greenville-Spartanburg Super Highway), in the City of Greenville, in Greenville County, S. C. being shown on a plat of property known as Vista Hills, recorded in the RMC Office for Greenville County, S. C. in Plat Book P, at page 149, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northwest edge of Wade Hampton Boulevard at the Eastern front corner of Lot No. 77 of Vista Hills Subdivision, and running thence N. 37-01 W. 220 feet to an iron pin; thence N. 52-43 E. 30 feet to an iron pin; thence along the end of the 20 foot alley, S. 37-01 E. 20 feet to an iron pin; thence along the Southeast edge of said 20 foot alley, N. 52-43 E. 52 feet to an iron pin; thence S. 37-01 E. 179.2 feet to an iron pin on the Northwest edge of Wade Hampton Boulevard; thence along Wade Hampton Boulevard, S. 51-41 W. 16 feet to an iron pin; thence continuing along Wade Hampton Boulevard, S. 52-43 W. 58.9 feet to an iron pin; thence S. 37-01 E. 20 feet to an iron pin; thence still along said highway, S. 52-43 W. 7.1 feet to the beginning corner.

ALSO all right, title and interest of the mortgagor in and to so much of the Wade Hampton Boulevard abutting the above described premises as is North of the center line of said highway.

This is the identical property conveyed to the mortgagor by deed of the mortgagees delivered of even date herewith and this is a purchase money mortgage.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

*Paid and satisfied in full*  
*Leroy's Inc.*  
*Leroy Langston Pres.*  
*Clyde Davis*  
*F. Leroy Langston Jr*  
*individually and as*  
*Sec. of Leroy's Inc.*  
*Wit:*  
*William J. Bryson*  
*Linda C. Brewster*

*24*  
*Ellie L. Linsworth*  
*18280*