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MORTGAGE OF REAL ESTATE—Offices of Price & Poag, Attorneys at Law, Greenville, S. C. OLLIE FLANGWORTH

R.M.C.

800x 1077 PAGE 33

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE

TO ALL WHOM THESE PRESENTS_MAY CONCERN:

GREENVILLE PIZZA HUT, INC.

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

WHEREAS, the Mortgagor is well and truly indebted unto PEOPLES NATIONAL BANK

(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

THIRTY-THREE THOUSAND AND NO/100

DOLLARS (\$ 33,000.00

due and payable in seventy-two (72) consecutive monthly installments of Five Hundred Fifty and 81/100 (\$550.81) to be applied first to interest and then to principal, with the first installment due and payable January 1, 1968 and the remaining installments due and payable on the first day of each and every month until paid in full

with interest thereon from date at the rate of 6-1/4 per centum per annum, to be paid: Monthly.

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,

ALL that piece, parcel or lot of land in the City and County of Greenville, State of South Carolina, on the Eastern side of Wade Hampton Boulevard, U. S. Route No. 29, being known and designated on the Tax Maps of Greenville County on Sheet 189.2, Block 2, as Lot No. 59, and having, according to a plat made by Dalton & Neves, December, 1953, entitled "Property of James M. Gilfillin," the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern side of wade Hampton Boulevard and running thence with the Eastern side of said Boulevard N. 52-30 E. 120 feet to an iron pin at the joint corner with a 50 foot lot; thence with the joint line of said lot S. 37-30 E. 297.3 feet to an iron pin; thence S. 26-00 W. to an iron pin at joint rear corner of a 120 foot lot; thence with the joint line of said lot N. 37-30 W. 357.1 feet to an iron pin on the Eastern side of Wade Hampton Boulevard, the point of beginning; being a portion of that property conveyed to James M. Gilfillin by the deed of E. A. Gilfillin and recorded in the R. M. C. Office for Greenville County in Deed Book 267, at Page 142.

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.