

GREENVILLE, S. C.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FEB 26 12 05 PM '70  
OLLIE FARNSWORTH  
R. M. O.

BOOK 1149 PAGE 93  
MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, IDQ PROPERTIES, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto The Citizens & Southern 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 FORTY-FIVE THOUSAND & NO/100----- Dollars (\$45,000.00) due and payable Forty-Five Thousand & No/100 (\$45,000.00) Dollars will be paid in full on or before April 26, 1970,

with interest thereon from date at the rate of Nine (9) per centum per annum, to be paid: With and in addition to the principal.

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 certain piece, parcel, or lot of land, with all the improvements thereon, situate, lying, and being on the Northwestern side of U. S. Highway 29 (also known as Wade Hampton Boulevard) in the City and County of Greenville, South Carolina, which is a portion of the property conveyed to Howle Developers, Inc., by Mac V. Patterson, et al, by Deed dated May 20, 1969, and recorded May 22, 1969, in the Office of the R.M.C. for said County in Deed Book 868, Page 348, and which is described more particularly as follows according to a plat of the property of American Dairy Queen Corporation prepared by Carolina Engineering and Surveying Co. and dated August 27, 1969.

BEGINNING at an iron pin on the Northwestern side of Wade Hampton Boulevard, which is the Southernmost corner of the property conveyed by Howle Developers, Inc. as mentioned and described hereinabove, and running thence N. 52-43 E., 100 feet to an iron pin; thence N. 37-01 W., 190 feet to an iron pin; thence S. 52-43 W., 243.0 feet to an iron pin; and, thence S. 74-05 E., 237.3 feet to an iron pin, the point of beginning.

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

PAID AND FULLY SATISFIED  
THIS THE 11 DAY OF May 1970

SATISFIED AND CANCELLED OF RECORD

11 DAY OF May 1970  
Ollie Farnsworth

R. M. C. FOR GREENVILLE COUNTY, S. C.