

2115 A Wade Hampton Blvd.
Greenville, SC 29615

FILED
MAY 25 PM '80 BOOK 1504 PAGE 676
DANIEL W. WATKINS
REC'D

The State of South Carolina,
County of Greenville

To All Whom These Presents May Concern:

SHONEY'S SOUTH, INC.

SENDS GREETING:

Whereas, , the said Shoney's South, Inc.

in and by its certain promissory note in writing, of even date with these presents, is well and truly indebted to Harold H. Park, Eugene Wiggins, Thomas P. Jones, Edward G. Jones and Kenneth Gurley

in the full and just sum of One Hundred Forty Thousand and No/100 (\$140,000.00) Dollars with interest thereon and monthly payments as more particularly set forth in the promissory note which this mortgage secures,

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~~with interest thereon from~~

~~at the rate of xxxxxxxxxxxxxx per xxxxxxxx to be computed~~

until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if, before its maturity, it should be deemed by the holder thereof necessary for the protection of his or its interests to place, and the holder should place, the said note or this mortgage, in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses, including 10 per cent. of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That , the said Shoney's South, Inc.

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said Harold H. Park, Eugene Wiggins, Thomas P. Jones, Edward G. Jones and Kenneth Gurley

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to , the said Shoney's South, Inc.

, in hand well and truly paid by the said Harold H. Park, Eugene Wiggins, Thomas P. Jones, Edward G. Jones and Kenneth Gurley

at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said Harold H. Park, Eugene Wiggins, Thomas P. Jones, Edward G. Jones and Kenneth Gurley, their heirs and assigns, forever:

All that piece, parcel or lot of land, containing .50 acres, more or less, situate, lying and being on the Eastern side of Pleasantburg Drive (U. S. Highway No. 291), near the City of Greenville, County of Greenville, State of South Carolina, being the Northerly portion of the premises more particularly shown on a plat prepared by Carolina Surveying Co., dated May 30, 1977, entitled "Survey for Harold Park, et al.", and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 6-X at page 68 and having, according to a more recent plat prepared by Carolina Surveying Co., dated May 30, 1977, revised March 5, 1980, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 7-Z at page 73, the following metes and bounds:

(Cont'd.)

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