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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

GREENVILL TOOL S.C.

WHEREAS, MULTI-CINEMA, LED5) PRUGGESSOR by Merger of Circle Drive-In
Theatre, JINC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto FIRST CITIZENS BANK AND TRUST
COMPANY

R.M.C.

with interest thereon from

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at the rate of per Noteper centum per annum, to be paid: per Note.

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, containing 12.62 acres, more or less, as shown on a plat of the property of T. T. Hughes Estate, and having according thereto the following courses and distances, to-wit:

BEGINNING at an iron pin on the northern side of Cedar Lane Road at the joint corner with property of General Baking Co., and running thence along the joint line N. 35-00 E. 907.9 feet to an iron pin; thence S. 55-50 E. 595.4 feet to a stone; thence S. 34-00 W. 904.6 feet to an iron pin on Cedar Lane Road; thence along the northern side of said road as follows: N. 59-30 W. 190 feet; N 56-30 W. 189 feet; and N. 53-00 W. 232 feet to the point of beginning; less, however, 0.25 of an acre condemned for the widening of S.C. Highway No. 183 (Cedar Lane Road).

This being the same property conveyed to the grantor by Ethel A. Steadman and T. T. Hughes by a certain deed recorded in the RMC Office for Greenville County in Deed Book 895 at Page 473 on August 6, 1970.

This conveyance is made subject to any and all restrictions or easements that may appear of record, on the recorded plat or on the premises.

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging 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 now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all 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.

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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.

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