MORTGAGE OF REAL ESTATE-Offices of Love, Thornton, Arnold & Thomason, Attorneys at Law, Greenville, S. C.

Mortgagee's Address: P.O. Box 17265

Station B Greenville, SC 29606

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: PROFESSIONAL RESTAURANT CONSULTANTS. INC.

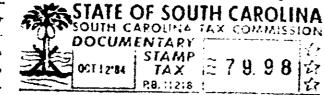
(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto THREATT-MICHAEL CONSTRUCTION COMPANY, INC.

(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 - -TWO HUNDRED SIXTY-SIX

THOUSAND FIVE HUNDRED THIRTY-THREE AND 17/100- - DOLLARS (\$ 266,533.71), 

plus interest from date at the variable rate of the prime lending rate plus two (2%) per cent, said prime lending rate to be that used by Citizens & Southern National Bank, with principal and all accrued interest due no later than April 8, 1985.



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, on the southern side of Saluda Lake Road, containing 0.66 acres, more or less, and having, according to a plat prepared by Freeland & Associates dated November 22, 1983, and recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 10-C at page 95, the following metes and bounds:

BEGINNING at an iron pin on the southern side of Saluda Lake Road and running thence with Saluda Lake Road N. 89-56 E. 95.10 feet to an iron pin; thence along the line of property of First Federal of South Carolina S. 38-00 E. 207.91 feet to an iron pin; thence along the line of property of John Conits S. 38-02 E. 155.44 feet to an iron pin; thence along the line of property of Ingles Market, Inc. S. 57-29 W. 171.00 feet to an iron pin; thence along the following lines of adjoining property of Rothcon, N. 32-31 W. 81.00 feet to an iron pin; thence N. 57-29 E. 87.79 feet to an iron pin; thence N. 38-00 W. 333.24 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagor herein by deed of Rothcon, a South Carolina General Partnership, recorded December 21, 1983, in Deed Book 1203 at page 32 in the R.M.C. Office for Greenville County.

ALSO: A leasehold interest in and to the Lease Agreement and leased premises hereinafter described, said Lease Agreement being between John Conit, Lessor, and Professional Restaurant Consultants, Inc., Lessee, dated November 10, 1983, and recorded in Deed Book 1203 at page 506 in the R.M.C. Office for Greenville County, the leased premises being described as follows:

(Continued on back)

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.

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