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GREENVILLE CO. S. C.

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OLLIE FARNSWORTH  
R.M.C.

BOOK 1185 PAGE 281

First Mortgage on Real Estate

### MORTGAGE

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

TBC FOODS, INC. AND DALLAS W.  
GRIFFIN

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

WHEREAS, the Mortgagor is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C., (hereinafter referred to as Mortgagee) in the sum of FIFTY-SIX THOUSAND AND NO/100THS - - - - - DOLLARS (\$ 56,000.00 ), with interest thereon at the rate of . Nine (9%) per cent per annum as evidenced by the Mortgagor's note of even date herewith payable as therein stated, or as hereafter modified by mutual agreement, in writing, the final maturity of which is thirteen years after the date hereof, unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated herein by reference; and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account, including advances made by the Mortgagee on other or no security:

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 of the right, title and interest of the mortgagor herein, TBC FOODS, INC., in and to that certain sublease between GREENVILLE FRANCHISES, LTD., as landlord, and TBC FOODS, INC., as tenant, dated December 31, 1970, and covering the premises hereinbelow described:

All that piece, parcel or lot of land containing 1.60 acres, more or less, situate, lying and being at the Southwestern corner of the intersection of U. S. Highway No. 276 (Laurens Road) with Church Circle Lane or Rosewood Circle, in the Town of Mauldin, Austin Township, Greenville County, South Carolina, having according to a plat made by Dalton & Neves, Engineers, dated March, 1957, the following metes and bounds:

BEGINNING at an iron pin on the Southwestern side of U. S. Highway No. 276 (Laurens Road) at the corner of property sold by Paul B. Costner, Sr. to Mauldin Plaza, Inc. and running thence along the line of said property S. 45-43 W. 300 feet to an iron pin; thence continuing along the line of said property N. 44-17 W. 168 feet to an iron pin on Rosewood Circle; thence along the Southern side of Rosewood Circle and Church Circle Lane in a Northeasterly direction, 300 feet to an iron pin at the intersection of said street or streets with U. S. Highway No. 276; thence along the Southwestern side of U. S. Highway No. 276 in a Southerly direction, 250 feet to an iron pin at the beginning corner.

Continued on Riders A and B

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