

FILED GREENVILLE, CO. S. C. OFFICES of Love, Thornton, Arnold & Thomason, Attorneys at Law, Greenville, S. C.

Nov 28 2 43 PM '73
DONNIE S. TANKERSLEY
R.H.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Lawrence G. Stokes (hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto Banker's Trust of South Carolina N/A

(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 One Hundred Ninety Five

Thousand and No/100-----DOLLARS (\$ 195,000.00),

~~with interest to be paid by the Mortgagor to the Mortgagee, said principal and interest to be repaid~~
As evidenced by Mortgagor's note of even date, bearing interest as stated in said note, and payable as therein stated or as modified by mutual agreement in writing; and

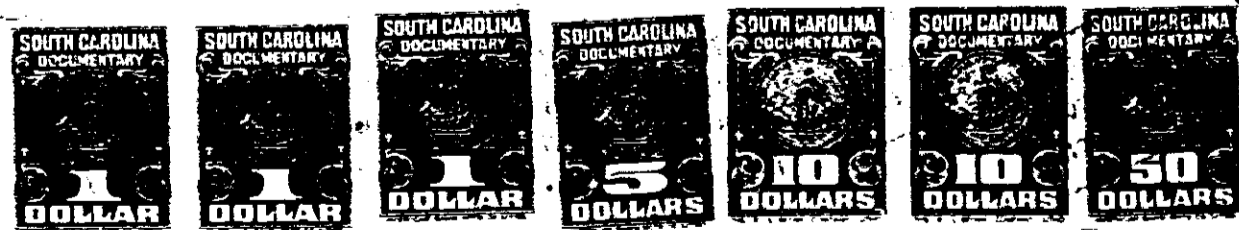
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, in Grantt Plaza being shown and designated on a plat entitled "Survey for Burger King Corporation" made by Carolina Surveying Company, November 15, 1973. According to said plat the property is more fully described as follows: BEGINNING on an unnamed street at corner of property now or formerly owned by Jean O. Bailey which point is 280 feet from U. S. Highway 29 and running thence along the line of said street S. 25-59 E. 200 feet to an iron pin; thence S. 67.41 W. 200.4 feet to an iron pin; thence N. 25-59W 200 feet to an iron pin at the corner of Bailey property; thence with joint line of Bailey property N. 68-41 E. 200.4 feet to an iron pin to the point of beginning.

The property described is the same as conveyed to Mortgagors by deed to be recorded herewith.

Also, all furniture, machinery, apparatus, equipment, tools, implements and appliances of every kind and description (including spare and repair parts), movable or immovable, now owned or hereafter acquired by the Mortgagor, including (but not limited to) all of the aforementioned items affixed to or to be affixed to the aforementioned tract.



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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