

RE-RECORD

State of South Carolina

County of GREENVILLE

FILED  
GREENVILLE CO. S.C.  
AUG 10 1978

Mortgage of Real Estate

BOOK 1440 PAGE 152

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THIS MORTGAGE made this 9th day of August 19 78

by L and M Company, a Partnership,

(hereinafter referred to as "Mortgagor") and given to Bankers Trust of South Carolina

(hereinafter referred to as "Mortgagee"), whose address is P. O. Box 608, Greenville, South Carolina 29602

WITNESSETH:

THAT WHEREAS, SMS Corporation is indebted to Mortgagee in the maximum principal sum of Five Hundred Thousand and No/100----- Dollars (\$ 500,000.00 ), which indebtedness is evidenced by the Note of SMS Corporation of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is eighty three (83) months after the date hereof, the terms of said Note and any agreement modifying it are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976): (i) all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof; and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed \$ 500,000.00 plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorneys fees, has granted, bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described property:

**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. 25-59 W. 200 feet to an iron pin at the corner of Bailey property; thence with joint line of Bailey property, N. 67-41 E. 200.4 feet to an iron pin, the point of beginning.**

The property above being the same property acquired by the Mortgagor by deed of Lawrence G. Stokes recorded September 4, 1974 in the RMC Office for Greenville County in Deed Book 1006 at Page 208.

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TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto).

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