

State of South Carolina

BOOK 1573 PAGE 28

County of GREENVILLE

Mortgage of Real Estate

THIS MORTGAGE made this 13th day of May, 1982

by CARABO CAPITAL, A South Carolina General Partnership

(hereinafter referred to as "Mortgagor") and given to

BANKERS TRUST OF SOUTH CAROLINA

(hereinafter referred to as "Mortgagee"), whose address is Post Office Box 608,

Greenville, South Carolina 29602

WITNESSETH:

THAT WHEREAS, CARABO CAPITAL, A South Carolina General Partnership is indebted to Mortgagee in the maximum principal sum of Two Million Nine Hundred Fifty Thousand and NO/100----- Dollars (\$2,950,000.00), which indebtedness is evidenced by the Note of CARABO CAPITAL, A South Carolina General Partnership, even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is _____ 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 \$2,950,000.00, 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:

A leasehold interest in and to: ALL that piece, parcel or lot of land in the City of Greenville, South Carolina, and being a .92 acre portion of Lot 1, Block 3, on Map 263 for the Tax Maps for Greenville County according to a "Survey for Bojangles of America, Inc." by Carolina Surveying Company, dated May 15, 1981, and having according to said plat the following metes and bounds, to-wit: BEGINNING at an iron pin on the southwesterly right-of-way of Old Woodruff Road, which point is S. 52-07 E., 391.5 feet from the intersection of a radius on the northeasterly right-of-way of Laurens Road (U. S. Highway 276) and the southwesterly right-of-way of Old Woodruff Road, and running thence along the right-of-way of Old Woodruff Road S. 52-07 E., 154.82 feet to an iron pin; thence running S. 52-13 W., 305.16 feet to an iron pin on the right-of-way of Laurens Road; thence along the right-of-way of Laurens Road N. 23-57 W., 154.5 feet to an iron pin; thence running N. 52-13 E., 229.9 feet to an iron pin, the point of BEGINNING.

This being a portion of the property devised to Parie Jones Green from J. T. Jones, who died testate on August 20, 1939 recorded in the Office of the Probate Court of Greenville County in Apartment 412, File 24, conveying a life estate interest in said property to Parie Jones Green.

A Memorandum of Lease Agreement entered into by and between Parie Jones Green as Life Tenant and as Landlord, and Hughes Real Estate as Tenant, dated May 22, 1981 and recorded in the R. M. C. Office for Greenville County, South Carolina on June 2, 1981 in Deed Book 1149 at Page 184. An Acknowledgement of Sublease was entered into by and between Hughes Real Estate, Inc. and Carabo Capital, a South Carolina General Partnership, dated June 1, 1981 and recorded in the R. M. C. Office for Greenville County, South Carolina on June 2, 1981 in Deed Book 1149 at Page 188. Said sublease is for an initial term of fifteen years terminating on May 7, 1996 and is hereafter referred to as the "Lease".

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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