

Mortgagee's mailing address: P. O. Box 608, Greenville, S.C. 29602

State of South Carolina

FILED

GREENVILLE CO. S.C.

Mortgage of Real Estate

County of GREENVILLE

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BOOK 1533 PAGE 571

AFFIDAVIT FILED

THIS MORTGAGE made this 26th day of February, 1981

by L. Stewart Spinks

(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, S.C. 29602

WITNESSETH:

THAT WHEREAS, L. Stewart Spinks is indebted to Mortgagee in the maximum principal sum of Two Hundred Fifty Thousand, One Hundred and No/100 Dollars (\$ 250,100.00), which indebtedness is evidenced by the Note of L. Stewart Spinks of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is April 27, 1981 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 \$ 250,100.00 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 OF MY UNDIVIDED ONE-HALF INTEREST IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

ALL that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, containing 5.321 acres, more or less, and being shown and designated on plat entitled "Survey for School District of Greenville County, West Gantt Elementary School," prepared by Piedmont Engineers, Architects, Planners, dated June 6, 1980, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point in the center of Lenhardt Road at the northeast intersection of Lenhardt Road and White Horse Road and running thence with Lenhardt Road, S. 69-53-47 W. 653.94 feet to a point in the center of Lenhardt Road at the joint corner of the property now or formerly of Greenville Terminal Co; thence with the line of property now or formerly of Greenville Terminal Co. N. 4-48 E. 475.64 feet to an iron pin; thence N. 70-27-15 E. 163.42 feet to a concrete monument; thence N. 70-39-29 E. 217.47 feet to a concrete monument; thence S. 67-56-23 E. 70.80 feet to a concrete monument at the edge of right-of-way of White Horse Road; thence with the right-of-way of White Horse Road S. 23-08-29 E. 380.12 feet to a point in Lenhardt Road, the beginning corner.

This being the same property conveyed to L. Stewart Spinks and Ken Moorhead by deed of School District of Greenville County, a body politic dated September 10, 1980 and recorded September 11, 1980 in the RMC Office for Greenville County in Deed Book 1133 at Page 147.

LESS, HOWEVER:

All that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, located at the northwest intersection of the right of ways of White Horse Road ( U.S. Highway No. 25 By-Pass) and Lenhardt Road, containing 1.375 acres (59,915 sq. ft.) according to plat entitled "Topographical Map for McDonald's Corporation" prepared by Dalton and Neves Co., Engineers, dated October, 1980, and having according

(continued on attached page)

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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