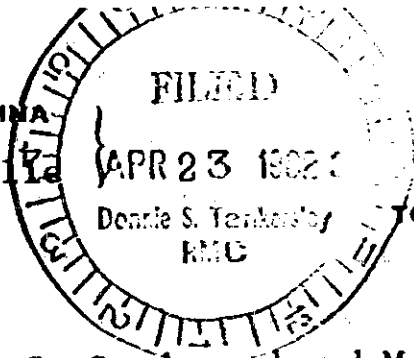


STATE OF SOUTH CAROLINA
COUNTY OF Greenville



MORTGAGE OF REAL ESTATE

Mortgagee's Address:
410 Peter Dr.
Spartanburg, S.C.
296 21

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1568 PAGE 656

WHEREAS, Fred S. Goodspeed and Martha A. Goodspeed

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. W. Spillers

(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 Twenty Eight Thousand Nine Hundred and NO/100ths Dollars (\$28,900.00) due and payable

pursuant to the terms of that certain Note secured by first mortgage of real estate executed simultaneously herewith, with a final payment date of May 1, 1985,

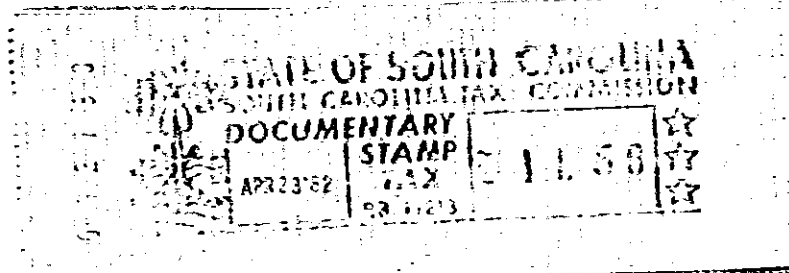
with interest thereon from date at the rate of 12% per centum per annum, to be paid: included in monthly payments

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 lying, situate and being in the State of South Carolina, County of Greenville, in Greenville Township, being known and designated as Lot 8 on a plat of Property of The American Bank & Trust Company made by R.E. Dalton, Engineers, dated September, 1924, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book F, at Page 254, this lot having a frontage of 75 feet on Emilie Avenue."

This being the same property conveyed unto the Mortgagors by Mortgagees and recorded simultaneously herewith.



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Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting 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.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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