

JHC

State of South Carolina

FILED
GREENVILLE CO. S. C.

Mortgage of Real Estate 1521 PAGE 022

County of Greenville

OCT 20 4 02 PM '80
DONNIE B. BANKERSLEY
R.M.C.

THIS MORTGAGE made this 20th day of October, 19 80

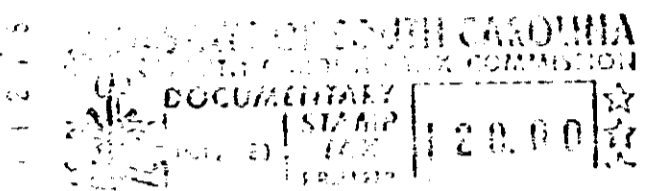
by SPINX OIL CO., INC.

(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, Spinx Oil Co., Inc. is indebted to Mortgagee in the maximum principal sum of Three Hundred Thousand and No/100 Dollars (\$ 300,000.00), which indebtedness is evidenced by the Note of Spinx Oil Co., Inc. of 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 \$ 300,000.00 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 piece, parcel or lot of land situate, lying and being in Paris Mountain Township, County of Greenville, State of South Carolina, at the intersection of Farris Bridge Road and White Horse Road, being shown on a plat of property of L. S. Spinks, prepared by Carolina Surveying Company, dated May 1, 1979, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 7-Q at page 2, and as shown on a more recent plat entitled "Survey for Spinx Oil Co., Inc.", prepared by Carolina Surveying Co., dated October 14, 1980, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 8F at page 46, and having according to said plats, the following metes and bounds:

BEGINNING at an old iron pin on the Eastern edge of the Eastern sidewalk of Farris Bridge Road, at the joint corner of property of Fred J. Collins, Jr., and running thence along said joint property line S. 85-23 E. 177.5 feet to an old iron pin on the Western edge of the Western sidewalk of White Horse Road at the joint corner of property of Fred J. Collins, Jr.; thence along the Western edge of the Western sidewalk of White Horse Road, S. 12-28 W. 140 feet to a spike; thence continuing along the Western edge of the Western sidewalk of White Horse Road, S. 23-30 W. 20 feet to a spike; thence continuing along the sidewalk according to the curvature of the intersection of Farris Bridge Road and White Horse Road to a spike, a direct line between said spikes being S. 80-00 W. 53 feet; thence along the Eastern edge of the Eastern side of Farris Bridge Road N. 43-30 W. 20 feet to a spike; thence continuing along the Eastern edge of the Eastern sidewalk of Farris Bridge Road, N. 29-02 W. 50 feet to a spike; thence continuing along the Eastern edge of the Eastern sidewalk of Farris Bridge Road, N. 24-36 W. 50 feet to a spike; thence continuing along the Eastern edge of the Eastern sidewalk of Farris Bridge Road, N. 20-16 W. 80 feet to the point of beginning.

This is the identical property conveyed to the Mortgagor herein by deed of L. S. Spinks, dated October 20, 1980, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1135 at page 816, on October 20, 1980.

(Cont'd. on attached Rider)

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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