

MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

GREENVILLE, S. C. MORTGAGE OF REAL ESTATE

JAN 1 5 56 PM 1983 ALL WHOM THESE PRESENTS MAY CONCERN:

JOHN W. ANNERSLEY  
R.M.C.

BOOK 1591 PAGE 122

WHEREAS, L. STEWART SPINKS

(hereinafter referred to as Mortgagor) is well and truly indebted unto JOSEPH A. FOSTER  
113 McDaniel Greene, Greenville, South Carolina 29601

(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 -----

SEVENTY THOUSAND and no/100-----Dollars (\$70,000.00 ) due and payable  
in seven (7) equal consecutive annual installments of \$10,000.00 each, com-  
mencing December 31, 1986 and continuing on the same day of each year there-  
after until paid in full

with interest thereon from date hereof at the rate of nine (9) per centum per annum, to be paid: annually,  
beginning December 31, 1983, until paid in full.

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, the Mortgagee's heirs, successors and assigns:

"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, situate, lying and being on the eastern  
side of White Horse Road in the County of Greenville, State of South Carolina,  
being shown and designated as Lots 6 and 7 on Plat entitled "Property of  
Jack Wherry & C. L. Miller" dated September 1957, revised August 1958 by  
Pickell & Pickell, Engineers, recorded in the Greenville County RMC Office  
in Plat Book KK, Page 109, and having, according to said plat, the follow-  
ing metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of White Horse Road at  
the joint front corner of Lots 6 and 5 according to the above refer-  
enced plat and running thence with the right-of-way of White Horse  
Road, N. 21-24 W. 200 feet to an iron pin at the joint front corner  
of Lots 7 and 8; thence with the joint line of Lots 7 and 8, N. 68-  
36 E. 400 feet to an iron pin on the western side of a service drive;  
thence with said service drive, S. 21-24 E. 200 feet to an iron pin  
at the joint rear corner of Lots 6 and 5; thence with the joint line  
of Lots 6 and 5, S. 68-36 W. 400 feet to an iron pin at the point of  
beginning.

BEING the same property conveyed to the Mortgagor herein by Deed of the  
Mortgagee herein dated January 3, 1983 to be recorded herewith.

This Mortgage secures a Note which evidences a portion of the purchase  
price owed by the Mortgagor herein to the Mortgagee herein for the  
above described property.

STATE OF SOUTH CAROLINA  
DOCUMENTARY TAX COMMISSION  
DOCUMENTARY TAX STAMP  
JAN-5-83  
FR. 11213  
23.00

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or apper-  
taining, and all of 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 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 is 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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