Mortgagee's Mailing Address: P. O. Box 8624, Greenville, S.C. 29604 591 Fail 124

STATE OF SOUTH CAROLINA COUNTY OF Greenville

OONNEL CARREST ALL WHOM THESE PRESENTS MAY CONCERN.

WHEREAS,

George A. Mullinix, Jr.

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Spinx Oil Company, Inc.

(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

with interest thereon from even date

at Bankers Trust prime interest rate plus 1%

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:

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ALL that certain piece, parcel or lot of land situate, lying and being West of the Town of Greer, on the North side of U. S. Highway 29 (Dual Lane) and on the West side of Buncombe Road, County of Greenville, State of South Carolina and being more particularly described as follows:

BEGINNING at an iron pin at intersection of the rights of way of U. S. Highway 29 and Buncombe Road and running thence along the right of way of U. H. Highway 29 S. 67-36 W., 200 feet to an iron pin; thence N. 28-00 W., 100 feet to an iron pin; thence N. 67-36 W., 200 feet to an iron pin on right of way of Buncombe Road; thence along and with the right of way of Buncombe Road S. 38-00 E., 100 feet to the beginning corner.

This is a second mortgage and is junior in lien to that mortgage executed to Julian C. Bolt, Jounaud J. Bolt, Roy E. Byars and Joan G. Byars which mortgage is recorded in the R.M.C. Office for Greenville County on June 27, 1979 in Mortgage Book 1471 at Page 488.

This being the same property conveyed to the mortgagor herein by deed of Julian C. Bolt, Jounaud J. Bolt, Roy E. Byars and Joan G. Byars dated the 25th day of June, 1979 and recorded in the R.M.C. Office for Greenville County on the 27th day of June, 1979 in Deed Book 1105 at Page 529.

OF SOUTH CAROLINA

CAROLINA TAX COMMISSION

CAROLINA TAX COMMISSION

STAMP

STAMP

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F9.11218

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, 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 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.