State of South Carolina FILED Mortgage of Real Batato 23 83673 GREENVILLE TO S. C. County of GREENVILLE 31 3 56 PH 183 CONNIE --19_83____ THIS MORTGAGE is dated _ THE "MORTGAGOR" referred to in this Mortgage is Spinx Oil Company, Inc. THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is P. O. Box 608, Greenville, South Carolina 29602 THE "NOTE" is a note from Spinx Oil Company, Inc. to Mortgagee in the amount of \$120,000.00 , dated August _, 19<u>83</u>_ The Note and any documents renewing, extending or modifying it and any notes evidencing future advances are all referred to as the "Note" and are considered to be a part of this Mortgage. The , 19____. The amount of debt secured by

paragraph 5 below. Interest under the Note will be deferred, accrued or capitalized, but Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note. THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest: (a) the indebtedness evidenced by the Note; (b) any Future Advances made under paragraph 13 below; (c) Expenditures by Mortgagee under paragraph 5 below; and (d) attorneys' fees, court costs and other amounts which may be due under the Note and this Mortgage. In consideration of the above indebtedness and for other valuable consideration which Mortgagor acknowledges receiving, Mortgagor does hereby mortgage, grant and

paragraph 13 below, shall at no time exceed \$120,000.00 ____, plus interest, attorneys' fees, and court costs incurred in collection of amounts due hereunder, and Expenditures by Mortgagee under

this Mortgage, including the outstanding amount of the Note and all Future Advances under

convey to Mortgagee, its successors and assigns, the following described property:

final maturity of the Note is ___on_demand_

All that piece, parcel or lot of land situate, lying and being at the intersection of U. S. Highway No. 29 and Buncombe Road (S-136), in the County of Greenville, State of South Carolina, being shown and designated on a plat entitled "Survey for L. S. Spinks", prepared by Carolina Surveying Co., dated July 13, 1983, and having, according to said plat, the following metes and bounds:

BEGINNING at a concrete marker on the southern edge of the right of way of U. S. Highway No. 29, at the southeastern corner of its intersection with Buncombe Road (S-136), and running thence with the southern edge of the right of way of U. S. Highway No. 29 N. 68-30 E. 200 feet to an iron pin in the line of property now or formerly of R. C. Padgett, et al.; thence with the line of Padgett S. 26-55 E. 200 feet to an iron pin in the line of property now or formerly of J. D. Miller, et al.; thence with the line of Miller S. 68-30 W. 200 feet to an iron pin on the eastern edge of the right of way of Buncombe Road; thence with the eastern edge of the right of way of Buncombe Road N. 26-55 W. 200 feet to the point of beginning.

This is the identical property conveyed to the Mortgagor herein by deed of Reproco, Inc., dated June 17, 1983, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1195, at page 454, on Quy 31, 1983.



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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