MORTGAGE OF REAL ESTATE-Offices of Love, Thornton, Arnold & Thomason, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

## MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

ROBERT T. SPEARS, JR. and

LEAH N. SPEARS

)

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto JAMES C. BLAKELY, JR., as Trustee under written Trust Agreement dated September 16, 1974 between C. Vincent (BEAME) ter Refered 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 Five Thousand Three Hundred

repayable in equal monthly installments of \$108.58 commencing one month from date with a like payment on the same date of each month thereafter 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, its 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, on the southern side of Persimmon Ridge Road, containing 21.97 acres, being shown and designated as Tract No. 4 on plat of property of James C. Blakely, Jr., Trustee, dated April 1977, prepared by C. O. Riddle, R.L.S., and being described, according to said plat, more particularly, to-wit:

BEGINNING at an iron pin in the center of Persimmon Ridge Road at the joint front corner of Lots 2 and 4 and running thence with the common line of said lots S. 28-43 W. 705.7 feet to an iron pin; thence with the common line of Lots 3 and 4 N. 66-37 W. 1551.3 feet to an iron pin; thence N. 58-49 E. 979 feet to an iron pin in the center of Persimmon Ridge Road; thence along said road the following courses and distances: S. 55-39 E. 100 feet to an iron pin, S. 48-59 E. 100 feet to an iron pin, S. 54-30 E. 100 feet to an iron pin, S. 69-18 E. 100 feet to an iron pin, S. 75-31 E. 214.7 feet to an iron pin, S. 68-59 E. 192.3 feet to an iron pin, S. 57-45 E. 165.3 feet to an iron pin, S. 48-44 E. 100 feet to an iron pin, the point of beginning.

Derivation: Deed of James C. Blakely, Jr., as Trustee, et al. recorded July/5, 1977 in Deed Book 1040 at Page 701.

This mortgage is secondary to and junior in lien to that mortgage of the mortgagors to the Bank of Travelers Rest in the original amount of \$7,000.00.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

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