STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS. L. S. Spinks

thereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company

therein after referred to as Mortgagee as evidenced by the Mortgagor's 1000 ones note of even date herewith, the terms of which are incorporated herein by reference in the same of

-----Sixty Two Thousand, Six Hundred Seventy One & 20/100 Dollars (\$ 62,671.20) due and payable

In accordance with the terms and conditions set out in the installment note found at the Main Office of the Mortgagee. If not sooner paid the entire balance is due and payable 60 months from date.

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WHEREAS, the Mongagus may bereafter become sudebted to the said Montgagee for such further sums as may be advanced to or for the Montgagos's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes.

NOW, KNOW ALL MEN. That the Mortgague, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further soms for which the Mortgague may be indebted to the Mortgague at any time for advances made to or for his account by the Mortgague, and also in consideration of the further sum of Three Dollars \$5.000 to the Mortgague in hand well and truly paid by the Mortgague at and before the scaling 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 Mortgague, 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

TRACT NO. 1: All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, just outside the corporate limits of the City of Greenville, on the west side of Rutherford Street and having the following metes and bounds: BEGINNING at an iron pin at the southwest corner of Grant and Rutherford Streets and running thence with Grant Street S. 81-20 W. 75.98 feet to a stake; thence S. 0-30 W. 21 feet to a stake; thence N. 81-20 E. 75.98 feet to a stake in Rutherford Street; and thence with Rutherford Street N. 0-30 E. 21 feet to the BEGINNING corner being shown on plat of the subdivision of the property of the Salvation Army recorded in Plat Book F, page 247, as a portion of the old G. & N. Railroad bed or right-of-way.

IRACT NO. 2: All those ten certain lots of land situate on Rutherford Road near the junction of said Road with Paris Mountain Road, just outside the limits of the City of Greenville, in the County and State aforesaid, and more particularly described as follows: BEGINNING at a point on the west side of said Rutherford Road, at the corner of Grant Street, and runs thence N. 0-30 E. 200 feet along said Rutherford Road to corner of Fair Street; thence along the south side of Fair Street, S. 89-34 W. 65 feet to the east side of a ten foot alley; thence along the east side of said ten foot alley, S. 0-30 W. 209.4 feet to Grant Street; thence along said Grant Street, N. 81-20 E. 65.85 feet to the BEGINNING corner, said parcel of land being composed of Lots 1 and 10, both inclusive, of the subdivision of the land formerly belonging to the Salvation Army, according to plat recorded in the RMC Office for Greenville County in Plat Book F, at Page 247.

The above described property is shown on the County Tax Maps at Shee 151, Block 15, Lots 9 and 18, and is the same property conveyed to the mortgagor by Union Oil Company of California by deed dated June 25, 1976 and recorded in Need Vol. 1042, page 224.

The within mortgage constitutes a second mortgage over the above described property and is subject to a first mortgage in favor of First Federal of Greenville, S. C. in the original sum of \$48,750.00 being recorded in the RMC Office for Greenville County in Mortgage Book 1909 at Page 100.

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 on 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 bereinabove 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 previded 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 whomspever lawfully claiming the same or any part thereof.

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