

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JUL 23 4 05 PM '78
DONNIE S. TANKERSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN:
R.M.C.

MORTGAGE OF REAL ESTATE

WHEREAS, L. S. SPINKS

(hereinafter referred to as Mortgagor) is well and truly indebted unto B. W. BRUCE

(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 Seven Thousand Three Hundred Thirty Seven and 89/100-----

Dollars (\$ 7,337.89) due and payable

on or before December 31, 1978,

with interest thereon from date at the rate of eight per centum per annum, to be paid: at maturity

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:

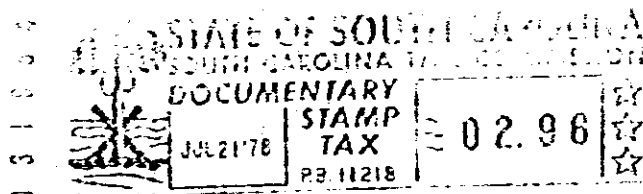
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, located on the southeastern side of Piedmont Highway, also known as Old U.S. Highway 29, being two tracts of property shown on a plat entitled "Survey for L.S. Spinks", containing 5,850 square feet and 14,115 square feet respectively, prepared by Carolina Surveying Company, dated July 6, 1978, and recorded in the R.M.C. Office for Greenville County in Plat Book 62, Page 75, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Piedmont Highway, also known as Old U.S. Highway 29, at the joint corner of Simpson Street and Piedmont Highway and running thence S. 54-53 E., 263 feet to an iron pin on the northern side of West Faris Road; thence along West Faris Road N. 87-39 W., 93 feet to an iron pin; thence continuing along West Faris Road N. 82-21 W., 54.5 feet to an iron pin; thence continuing along West Faris Road N. 85-40 W., 35.7 feet to an iron pin; thence continuing along West Faris Road N. 89-07 W., 46.5 feet to an iron pin on West Faris Road; thence running N. 23-39 W., 124.8 feet to an iron pin on the southeastern side of Piedmont Highway; thence along said Piedmont Highway, also known as Old U.S. Highway 29 N. 70-42 E., 45.7 feet to an iron pin; thence continuing along Piedmont Highway, also known as Old U.S. Highway 29 N. 70-42 E., 22.1 feet to an iron pin, being the point of beginning.

This is a portion of the property conveyed to the mortgagor by deed of B. W. Bruce recorded simultaneously herewith.

This mortgage is junior in lien to that certain mortgage executed in favor of Doris Helen Rhoden recorded in the R. C. Office for Greenville County on July , 1978, in Real Estate Mortgage Book 1439, Page 626.

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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 Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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