

State of South Carolina

Mortgage of Real Estate

County of GREENVILLE

THIS MORTGAGE made this 2nd day of July, 1981

by L. Stewart Spinks and Martha S. Spinks

(hereinafter referred to as "Mortgagor") and given to Bankers Trust of South Carolina

(hereinafter referred to as "Mortgagee"), whose address is P. O. Box 608, Greenville, S.C. 29602

WITNESSETH:

THAT WHEREAS, L. Stewart Spinks and Martha S. Spinks is indebted to Mortgagee in the maximum principal sum of Two Hundred Thousand and No/100 Dollars (\$ 200,000.00), which indebtedness is evidenced by the Note of Spinx Oil Company of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is September 30, 1981 after the date hereof, the terms of said Note and any agreement modifying it are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976): (i) all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof, and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed \$ 200,000.00 plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorneys fees, has granted, bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described property:

ALL that lot of land in Greenville County, State of South Carolina, known and designated as Lot No. 185 as shown on plat entitled Chanticleer, Section V, made by Webb surveying and Mapping Co. dated July, 1970, and recorded in the RMC Office for Greenville County in Plat Book 4F, at Page 41, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Garden Trail, at the joint front corner of Lots 144 and 185 and running thence N. 32-57 W. 185.1 feet to an iron pin; thence S. 45-29 W. 171.2 feet to an iron pin on an unnamed street, thence running along the right of way of the unnamed street, S. 42-52 E. 125 feet to an iron pin at the intersection of Garden Trail; thence running along the curve of the intersection the chord of which is S. 83-57 E. 37.7 feet to an iron pin; thence running along the right of way of Garden Trail N. 54-58 E. 49.2 feet to an iron pin; thence continuing along the right of way of Garden Trail N. 61-50 E. 68 feet to an iron pin, the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of J. E. Meadors dated March 26, 1976 and recorded March 29, 1976 in the RMC Office for Greenville County in Mortgage 1033, at Page 753.

This is a second mortgage and is junior in lien to that mortgage executed to Fidelity Federal Savings and Loan Association, which mortgage is recorded in the RMC Office for Greenville County in Mortgage Book 1363, at Page 410.

SC 109-691 123

STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP
JUL 30 1981

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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