

FEB 24 12 11 PM '83

MORTGAGE

THIS MORTGAGE is made this 23rd day of February, 1983, between the Mortgagor, L. Stewart Spinks and Martha S. Spinks, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Thirty-Three Thousand Six Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 23, 1983, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 1983.....;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina.

All that piece, parcel or lot of land containing 9.57 acres, more or less, situate, lying and being on the eastern side of Old Grove Road in the County of Greenville, State of South Carolina, being shown on plat entitled "Property of Chester A. Smith, III and Margaret E. Smith", prepared by Piedmont Engineers, dated May 21, 1980, recorded in the RMC Office for Greenville County in Plat Book 8-A, at page 9, and having, according to said plat and a more recent plat entitled "Property of L. Stewart Spinks", prepared by Piedmont Engineers, dated February 21, 1983, the following metes and bounds:

BEGINNING at a nail and cap in the center of Old Grove Road and at the joint corner of property herein conveyed and property now or formerly of Margaret Trammell and running thence with the line of Margaret Trammell S. 82-00 E. 624.1 feet to an iron pin in the line of property now or formerly of Harrison Trammell, Jr.; thence with the line of Harrison Trammell, Jr. S. 3-26-21 E. 637.62 feet to an iron pin in the line of property of W. H. Trammell; thence with the lines of property of W. H. Trammell and B. C. Trammell N. 87-16-50 W. 640.26 feet to a nail and cap in the center of Old Grove Road; thence with the center of Old Grove Road N. 2-09-59 W. 135.8 feet to a nail and cap; thence continuing with the center of Old Grove Road N. 1-10-11 W. 557.53 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of Chester A. Smith, III and Margaret E. Smith, dated February 23, 1983, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1183, at page 111, on February 24, 1983.

which has the address of Box 501
Route 5, Old Grove Road Piedmont
(Street) (City)
S. C. 29673 (herein "Property Address");
(State and Zip Code)

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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