

Mortgagee's Address: PO Box 2588, Greenville, S. C. 29602

1638-927

FILED
GREENVILLE, S. C.

STATE OF SOUTH CAROLINA } 4 12 1983 } MORTGAGE
COUNTY OF Greenville } R.M.C. } OF
REAL PROPERTY

THIS MORTGAGE, executed the 2nd day of December 19 83 by
L. Stewart Spinks (hereinafter referred to as "Mortgagor")
to First National Bank of South Carolina (hereinafter referred to as "Mortgagee") whose address is
PO Box 2588, Greenville, S. C. 29602

WITNESSETH:

IN CONSIDERATION of the sum of Three Dollars (\$3.00) paid to Mortgagor by Mortgagee and in order to secure the payment of a promissory note including any renewal, extension or modification thereof (hereinafter referred to as the "Note") dated December 2, 1983, to Mortgagee for the principal amount of Two Hundred Twenty Thousand and No/100 Dollars, plus interest thereon and costs of collection, including attorneys' fees, and to further secure all future advances or re-advances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note or any renewal, extension or modification thereof or evidenced by any instrument given in substitution for said Note, Mortgagor has granted, bargained, sold and released to Mortgagee and the successors and assigns of Mortgagee, and by this Mortgage does grant, bargain, sell, and release to Mortgagee and the successors and assigns of Mortgagee, all the following real property (hereinafter referred to as the "Property"):

ALL of that certain piece, parcel or lot of land situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina on the eastern side of Haywood Road being shown on a plat entitled "Survey for Jimmy J. Lindsey Real Estate, Inc." prepared by Preland and Associates, dated December 1, 1983 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Haywood Road at the joint intersection with the exit ramp of Interstate 385 and running thence along the eastern side of Haywood Road N. 1-32 E. 199.33 feet to an iron pin; thence running S. 88-30 E. 196.01 feet to an iron pin; thence running S. 1-30 W. 199.56 feet to an iron pin; thence running N. 88-29 W. 132.28 feet to an iron pin; thence running S. 1-37 W. 101.13 feet to an iron pin on the northerly right-of-way of the exit ramp for Interstate 385; thence continuing along the said right-of-way of said Interstate 385 exist ramp N. 50-50 W. 34.86 feet to a concrete monument; thence continuing along said right-of-way N. 22-45 W. 87.74 feet to an iron pin on the eastern side of Haywood Road, being the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of Jimmy J. Lindsey Real Estate, Inc. of even date and to be recorded herewith.

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):

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted

030

4326-112