

Mortgagee's Address: PG Box 8624, Greenville, S. C. 29604 WRAP-AROUND
STATE OF SOUTH CAROLINA
COUNTY OF Greenville

1642-971
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Guy W. Strickland
JENN R.M.C.
DECEMBER 28 1984
SOFLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto L. Stewart Spinks

(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

Ninety Thousand and no/100----- Dollars (\$) 90,000.00) due and payable

In equal consecutive monthly payments of \$990.98, which shall consist of principal and interest amortized over a term of twenty (20) years, commencing April 15, 1984, and continuing on the 5th day of each month thereafter until fully paid, with final payment, if not sooner paid, to be due March, 15, 2004.

with interest thereon from even date at the rate of twelve (12%) per centum per annum, to be paid: in accordance with the terms of said promissory note.

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

ALL those certain pieces, parcels or lots of land, together with improvements thereon, situate, lying and being on the eastern side of White Horse Road in the County of Greenville, State of South Carolina being shown and designated a Lot 6 and 7 on Plat entitled "Property of Jack Wherry & C.L. Miller" dated September 1957, revised August 1958 by Pickell & Pickell, Engineers, recorded in the Greenville County RMC Office in Plat Book KK, Page 109, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of White Horse Road at the joint front corner of Lots 6 and 5 according to the above referenced plat and running thence with the right-of-way of White Horse Road, N. 21-24 W. 200 feet to an iron pin at the joint front corner of lots 7 and 8; thence with the joint line of Lots 7 and 8, N. 68-36 E. 400 feet to an iron pin on the western side of a service drive; thence with said service drive, S. 21-24 E. 200 feet to an iron pin at the joint rear corner of Lots 6 and 5; thence with the joint line of Lots 6 and 5, S. 68-36 W. 400 feet to an iron pin at the point of beginning, and being a portion of the property conveyed to the Grantor by Deed of Clyde L. Miller, individually and as Trustee under Agreement and Declaration of Trust dated June 30, 1955 by and between Jack K. Wherry and Elizabeth F. Wherry as Donors and Clyde L. Miller as Trustee, dated October 17, 1958, recorded October 21, 1958 in Deed Book 608, Page 465, Greenville County RMC Office.

This is the same property conveyed to the Mortgagor by deed of Mortgagee of even date to be recorded herewith.

This is a wrap-around mortgage and is subject to that certain first mortgage executed by the Mortgagee herein in favor of Joseph A. Foster in the original sum of Seventy Thousand and no/100 (\$70,000.00) Dollars dated January 3, 1983, and recorded in the RMC Office for Greenville County on January 6, 1983, in Mortgage Book 1591 at Page 122. Mortgagee shall pay to Joseph A. Foster all sums as and when due under the aforesaid mortgage obligation and shall indemnify and hold harmless Mortgagor from all claims, costs or suits (including reasonable attorneys fees) incurred as the result of any failure of the Mortgagee to make such payments when due. Mortgagor shall further retain the right to pay directly any such amount not paid as and when due by the Mortgagee and to subtract the amounts so paid from (SEE

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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