

Mortgagee's Address. 22 East Augusta Place, Greenville, SC 29605
STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

GREENVILLE, S.C. MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN.

FEB 9 2 45 PM '84

JOHN P. ACKER
R.M.C.

1347 214

WHEREAS, L. STEWART SPINKS

(hereinafter referred to as Mortgagor) is well and truly indebted unto JOHN P. ACKER

(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

Thirty-Five Thousand and no/100-----Dollars (\$ 35,000.00) due and payable

In twelve (12) consecutive monthly installments of interest only, with final payment of the principal and any unpaid interest thereon to be due on February 1, 1985, if not sooner paid

with interest thereon from even date in said note at the rate of set forth ~~per annum per annum~~ to be paid:
in accordance with the terms of said 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:

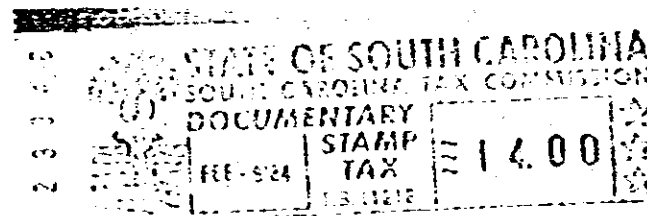
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville

ALL that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, and being designated as Lots 1 and 34 and reserved areas (Lots 54 and 55), as shown on a plat of revision of reserved areas and Lots 1, 34 and 35 of Lincoln Forest Subdivision, according to survey made by Carolina Engineering & Surveying Co., October 19, 1967, recorded in the Office of the R.M.C. for Greenville County, in Plat Book VVV, Page 165B, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Abraham Drive, now New Lincoln Drive, at corner of Lot 34, and running thence along Abraham Drive, now New Lincoln Drive, N. 45-50 E. 193.9 feet to an iron pin; thence around a curve, the chord of which is N. 86-29 E. 37.9 feet to an iron pin on the White Horse Road; thence along said White Horse Road S. 52-45 E. 197.1 feet to an iron pin; thence around a curve, the chord of which is 58 W. 180 feet to an iron pin, corner of Lot 1; thence along the line of Lot 1 N. 52-37 W. 133.6 feet to an iron pin; thence N. 45-50 E. 7 feet to an iron pin at corner of Lot 34; thence along the line of Lot 34 N. 52-37 W. 136.3 feet to an iron pin on Abraham Drive, now New Lincoln Drive, the BEGINNING CORNER

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

This mortgage shall be junior in lien as to that portion of the above-described property presently mortgaged by the Mortgagor and Mortgagee herein to Bankers Trust of South Carolina as recorded in the R.M.C. Office for Greenville County in Mortgage Book 1596 at Page 280.



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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