STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

86 PAST 96

WHEREAS,

JOHN R. SPENCE, JR.

(hereinafter referred to as Mortgagor) is well and truly indebted unto

J.E. SIRRINE EMPLOYEES F.C.U. P.O. Box 5456 Sta B Greenville, S.C.

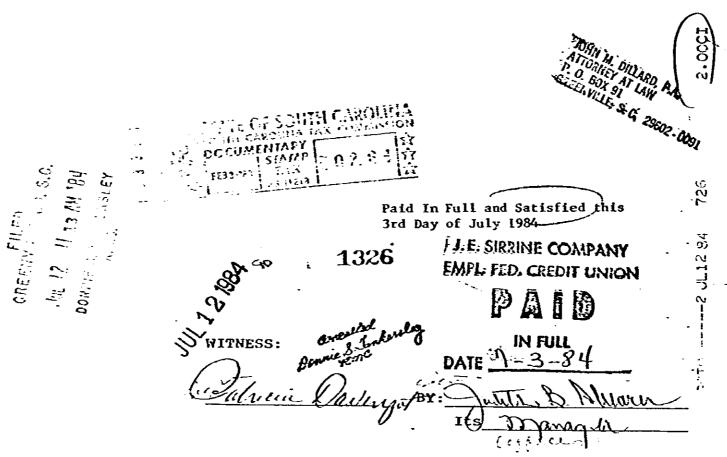
(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date berewith, the terms of which are incorporated herein by reference, in the sum of

SIX THOUSAND SIX HUNDRED AND 00/100 ----- Dollars (\$ 6,600.00

) due and payable

at page 54.

SAME AS SHOWN ON NOTE



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 beirs, 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.