

Mortgagee's Mailing Address: P. O. Box 608, Greenville, S.C. 29602

State of South Carolina

Mortgage of Real Estate

BOOK 1630 PAGE 497

County of GREENVILLE

FILED
GREENVILLE S.C.
OCT 12 4 00 PM '83

THIS MORTGAGE is dated OCTOBER 12, 1983, 19 83

THE "MORTGAGOR" referred to in this Mortgage is L. S. Spinks

THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is P. O. Box 608 Greenville, S.C. 29602

THE "NOTE" is a note from L. S. Spinks

to Mortgagee in the amount of \$ 450,000.00, dated October 12, 19 83. The Note and any documents renewing, extending or modifying it and any notes evidencing future advances are all referred to as the "Note" and are considered to be a part of this Mortgage. The final maturity of the Note is December 1, 1993. The amount of debt secured by this Mortgage, including the outstanding amount of the Note and all Future Advances under paragraph 13 below, shall at no time exceed \$ 450,000.00, plus interest, attorneys' fees, and court costs incurred in collection of amounts due hereunder, and Expenditures by Mortgagee under paragraph 5 below. Interest under the Note will be deferred, accrued or capitalized, but Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note.

THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest: (a) the indebtedness evidenced by the Note; (b) any Future Advances made under paragraph 13 below; (c) Expenditures by Mortgagee under paragraph 5 below; and (d) attorneys' fees, court costs and other amounts which may be due under the Note and this Mortgage. In consideration of the above indebtedness and for other valuable consideration which Mortgagor acknowledges receiving, Mortgagor does hereby mortgage, grant and convey to Mortgagee, its successors and assigns, the following described property:

ALL those certain pieces, parcels or tracts of land situate, lying and being in the State of South Carolina, County of Greenville, as are more fully shown on a survey entitled "Survey for Spinx Oil Co., Inc." being known as Tracts A and C, according to said plat dated September 16, 1983, prepared by Freeland and Associates, Engineers and Land Surveyors, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Pelham Road, at its intersection with Haywood Road, and running thence with said intersection S. 52-19 E. 61.23 feet to an iron pin; thence along the western side of Haywood Road S. 7-30 E. 76.97 feet to an iron nail at the corner of Tract B; running thence along the line of Tract B N. 89-53 W. 156.88 feet to an iron pin at the corner of Tract C; running thence along the line of Tract C N. 89-53 W. 75.0 feet to an iron pin in the line of property of Tarleton-Tankersley; running thence along the line of said property N. 0-30 E. 104.41 feet to an iron pin on the southern side of Pelham Road; running thence along the southern side of Pelham Road N. 89-21 E. 36.35 feet to an iron nail; thence continuing N. 87-32 E. 38.35 feet to a point at the corner of Tracts A and C; thence continuing along the southern side of Pelham Road N. 87-32 E. 11.38 feet to an iron nail; thence still continuing along the southern side of Pelham Road N. 85-49 E. 86.38 feet to the POINT OF BEGINNING.

This is the same property conveyed to the Mortgagor herein by deed of L.D.S., Inc. of even date to be recorded herewith.

ALSO: ALL that piece, parcel or lot of land situate, lying and being in the southwestern corner of the intersection of LeGrand Boulevard and South Pleasantburg Drive, in the County of Greenville, State of South Carolina, being shown on a plat entitled "Survey for Moorland Investments", prepared by Carolina Surveying Co., dated December 7, 1981, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an old nail in the southwestern corner of the intersection of LeGrand Boulevard and South Pleasantburg Drive and running thence with the southern side of South Pleasantburg Drive S. 26-04 W. 100 feet to an iron pin; thence N. 63-31 W. 150 feet to an iron pin in the line of property of Jack D. Sloan, Jr.; thence with the line of Sloan N. 26-04 E. 100 feet to an iron pin on the southern side of LeGrand Boulevard; thence with the southern side of LeGrand Boulevard S. 63-31 E. 150 feet to the point of beginning.

This is a portion of the proeprty conveyed to the Mortgagor herein by deed of Moorland Investments, a General Partnership, dated September 26, 1983, and recorded in the R.M.C. Office for Greenville County on September 29, 1983, in Deed Book 1197 at Page 344.

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);

RECORDED 1567

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