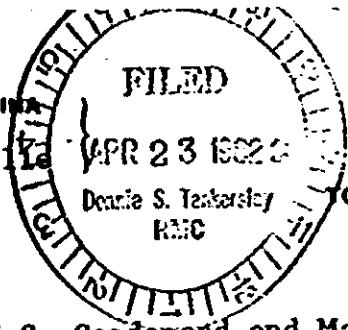


STATE OF SOUTH CAROLINA
COUNTY OF Greenville



MORTGAGE OF REAL ESTATE

Mortgage Address:
410 Cedar Dr.
Spartanburg, S.C.
29671

TO ALL WHOM THESE PRESENTS MAY CONCERN:

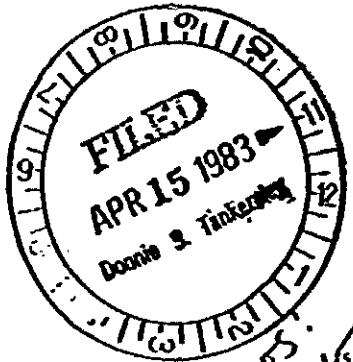
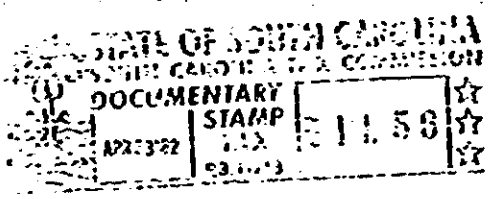
BOOK 1568 PAGE 656
BOOK 80 PAGE 583

WHEREAS, Fred S. Goodspeed and Martha A. Goodspeed

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. W. Spillers

(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 Twenty Eight Thousand Nine Hundred and NO/100ths Dollars (\$28,900.00) due and payable

pursuant to the terms of that certain Note secured by first mortgage of real estate executed simultaneously herewith, with a final payment date



APR 15 1983
PAID IN FULL
THIS 13th DAY OF
APRIL 1983

J. W. Spillers
J. W. SPILLERS

WITNESSES:
Lackey G. Watson
Michael W. Hunt
Donnie S. Tankersley
RMC

26813

SC70 --- 1AP23 82 221

2-0001
---2 AP15 83 938

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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.