

MORTGAGE OF REAL ESTATE

BOOK 1581 PAGE 73

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE S.C.
SEP 22 11 44 AM '82
DONNIE S. TANKERSLEY
R.H.C.

MORTGAGE OF REAL ESTATE

BOOK 79 450

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY (Second Mortgage)
R.H.C.

WHEREAS, GIMBO'S EAST, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto BANK OF TRAVELERS REST

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Eighty Thousand and NO/100 Dollars (\$80,000.00) due and payable

in principal installments of \$666.66 per month for 120 consecutive months beginning on October 15, 1962, with the initial interest rate being 14.50% per annum. This interest rate will change beginning 1-1-83 and on the first day of each calendar quarter thereafter to the Bank of Travelers Rest, prime rate plus 1%, until paid in full.

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; and WHEREAS, the property described in Deed Book 756, page 205 and Book 759, page 575, also, same property conveyed by deed from George Kendrick Clardy unto F. Mace Nance, recorded in Deed Book 827 at page 272, recorded August 30, 1967.

This is a Second Mortgage and being inferior in rank to the certain mortgage presently held by The Philadelphia Saving Fund Society, in the original sum of \$16,500.00 dated August 25, 1964, and recorded in the R.M.C. Office for Greenville County, S. C. in Mortgage Book 969 at page 455.

At the option of the mortgagee, the indebtedness secured hereby shall become due and payable if the mortgagor shall convey the mortgaged premises or if the title thereto shall become vested in any other person or party for any other reason whatsoever.

PAID IN FULL & SATISFIED
BANK OF TRAVELERS REST.

WIT: Edith M. Dale
WIT: [Signature]

DATE JAN 24 1983
BY [Signature]
Executive Vice President

JAN 24 1983

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2.0000

GCTO 11-3 JAN 24 83 047

Together with all and singular rights, members, appurtenances, 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 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, assigns and assigns forever.

The Mortgagee 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whatsoever lawfully claiming the same or any part thereof.

GREENVILLE OFFICE SUPPLY CO. INC.

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