

STATE OF SOUTH CAROLINA } FILED
 COUNTY OF GREENVILLE } GREENVILLE CO. S. C.
 MORTGAGE OF REAL ESTATE
 TO ALL WHOM THESE PRESENTS MAY CONCERN:
 DONNIE S. TANKERSLEY (Second Mortgage)
 R.M.C.

SEP 22 11 44 AM '82

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 Mortgagor'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, 1982, with the initial interest note 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:

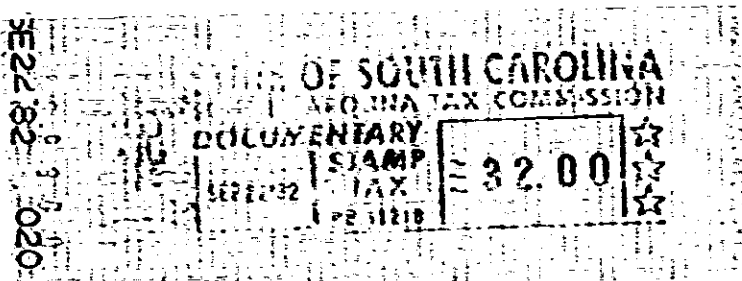
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, being Lot No. 11, the eastern one-half (1/2) of Lot No. 10 of Cleveland Forest, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book K at pages 145 and 146, together with a strip forty three (43) feet deep on the rear of said property and according to plat, property of Grantor, made by T. C. Adams, Engineer, July 23, 1964, having the following metes and bounds to-wit:

BEGINNING at an iron pin on the southern side of Fernwood Lane at the joint front corner of Lots 11 and 12 and running thence with the line of said lots S. 25-16 E. 151.3 feet; thence S. 64-20 W. 90 feet; thence N. 25-16 W. 180.9 feet to a point on Fernwood Lane; thence with Fernwood Lane N. 82-24 E. 94.5 feet to the point of beginning, and being identically the same property conveyed to George Kendrick Clardy, recorded in Deed Book 756, page 205 and Book 759, page 575. Also, same property conveyed by deed from George Kendrick Clardy unto F. Maree 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.



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 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.