

STATE OF SOUTH CAROLINA GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE

Attorneys-at-Law  
P.O. Box 126  
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OCT 6 9 40 AM '82 ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY  
R.M.C.

WHEREAS, JANIE D. CLONINGER (and W. LEO CLONINGER)

(hereinafter referred to as Mortgagor) is well and truly indebted unto BANK OF GREER (hereinafter referred to as mortgagee) as evidenced by the Note of Janie D. Cloninger, W. Leo Cloninger, et al to Bank of Greer, dated February 10, 1981, modified by a court order to the amount of \$75,000.00 and due and payable in 60 monthly installments of \$1,784.25 each beginning November 10, 1982.

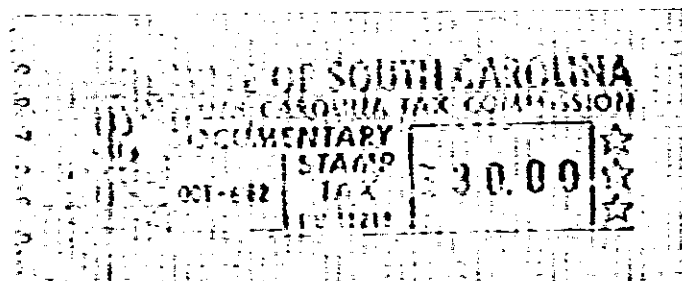
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, in Chick Springs Township, near the City of Greer and being known and designated as Lot No. 46 on plat of Brookwood Subdivision, prepared by B. B. Waters, Jr., Surveyor, dated October 14, 1958 and recorded in the RMC Office for Greenville County in Plat Book QQ at Page 21 and having such metes and bounds as appear by reference to said plat.

THIS is the identical property conveyed to the Mortgagor by deed of G. Hayes and Alice Shanklin Hayes recorded in Deed Book 675 at Page 299 on June 7, 1961.

THE primary security for the subject indebtedness shall be that certain real estate mortgage recorded in Spartanburg County in Mortgage Book 983 at page 488, as amended, covering certain commercial property located on the northerly side of Wade Hampton Boulevard. In the event of a default under the terms of the aforesaid note and/or primary mortgage, foreclosure shall be initiated first under the mortgage recorded in Mortgage Book 983 at page 488. Foreclosure under this mortgage shall occur only if a deficiency shall exist after the Spartanburg County security is exhausted in one of the following manners: (a) if a third party bidder purchases the property at Master's sale for less than the amount of indebtedness and allowable fees and costs; or (b) if Bank of Greer is the successful bidder at the Master's sale and fails to recoup its full indebtedness and related fees and costs in a subsequent resale of the property.



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.

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