

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S.C.

MORTGAGE OF REAL ESTATE

BOOK 1616 PAGE 241

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JUL 15 4 36 PM '83

WHEREAS, E. DONNIE SCHANKERSLEY  
R.M.C., Jr.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Charles E. Cauble

(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 Forty Five Thousand and no/100

Dollars (\$45,000.00) due and payable

as per the terms of that promissory note dated July 15, 1983

with interest thereon from date at the rate of 12% per centum per annum, to be paid:

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

ALL that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being shown on plat entitled "Property of E. Roger Cherry, Jr." as recorded in the RMC Office for Greenville County, South Carolina in Plat Book 9-V at Page 4D and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Pelham Road, said pin being approximately 1673.6 feet to the intersection of Pelham Road and East North Street Extension and running thence N. 10-20 E. 85.0 feet to an iron pin; thence S. 77-31 E. 78.0 feet to an iron pin; thence S. 10-20 W. 85.0 feet to an iron pin; thence N. 77-31 W. 78.0 feet to an iron pin, the point of beginning.

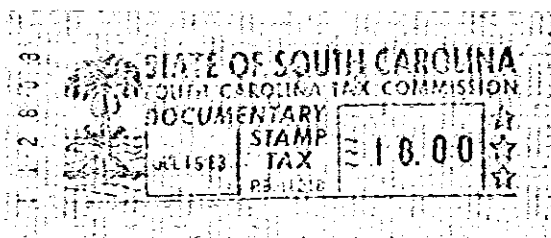
This being the same property conveyed to the mortgagor herein by deed of the mortgagee and recorded herewith.

\*\*9. At the option of the Mortgagee, this mortgage shall become due and payable forthwith if the Mortgagor shall convey away said mortgaged premises, or if the title shall become vested in any other person in any manner whatsoever, other than by death of the Mortgagor.

\*\*10. Upon the occurrence of any default under this mortgage, the first mortgage holder, presently American Federal Bank, F.S.B., shall be duly notified by Mortgagee.

\*\*11. Mortgagor understands that upon default hereunder, among other remedies set out herein and in the above referenced Note, the Mortgagee may foreclose upon the mortgaged premises and ask for a deficiency judgment pursuant to Section 29-3-660, South Carolina Code of Laws (1976). Mortgagor hereby expressly waives and relinquished any appraisal rights which Mortgagor may have under Section 29-3-680 through Section 29-3-760, Code of Laws (1976) as amended and understands and agrees that a deficiency judgment, if pursued by Mortgagee shall be determined by the highest price bid at the judicial sale of the property.

JUL 15 83 1361



Together with all and singular rights, members, herditaments, 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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