

FILED
GREENVILLE CO. S. C.
NOV 29 1 26 PM '83
DUNNICK & WATKINS
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 22nd day of November, 1983, between the Mortgagor, Henry J. Rack and Janice F. Rack, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Twenty Five Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 22, 1983, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2013

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina.

All that piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, shown as Lot 22 on plat of Batesville Forest, Section 2, Property of Lillian King Smith, recorded in Plat Book 8R at page 24 and having such courses and distances as will appear by reference to said plat.

Being the same property conveyed by Threatt-Maxwell Enterprises, Inc. by deed recorded June 3, 1981 in Deed Book 1149 at page 255 and undivided one-half interest by Henry J. Rack to Janice F. Rack by deed recorded June 7, 1983 in Deed Book 1189 at page 789.

RECORDED IN DEED BOOK 1189 PAGE 789
GREENVILLE, S. C.
NOV 29 1983

SC70 --- 1 NO29 83 019
6.2001

which has the address of Route 15, Moore Lane, Greenville, S. C. 29607,
(State and Zip Code) (herein "Property Address");

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

1637 384

NOV 29 1983