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WRAP AROUND

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

 $\subseteq$ 9 MORTGAGE OF MAN CONCERN:

WHEREAS, RABIN PROPERTIES, A South Carolina General Partnership

(hereinalter referred to as Mortgagor) is well and truly indebted unto BOB R. JANES

(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

Thirty Six Thousand and no/100 - - - - - - - - Dollars (\$ 36,000.00) due and payable

Monthly, according to the terms and conditions of Promissory Note of even date and incorporated here-in by reference.

with interest thereon from August 1, 1983 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

ALL that certain piece, parcel or lot of land with all improvements thereon situate, lying and being in MAGNOLIA ACRES SUBDIVISION, Greenville County, South Carolina, shown and designated as Lot 60 on a Plat of said Subdivision recorded in the office of R.M.C. for said County and State, in Plat Book GG, at Page 133, according to which said property is more particularly described as follows:

Beginning at an iron pin on the southwestern side of Fleetwood Drive, joint front corner of Lots 59 and 60, and running thence S. 48-32 W. 149 feet to an iron pin; thence N. 43-28 W. 85 feet to an iron pin; thence N. 48-32 E. 152 feet to an iron pin; thence S. 41-28 E. 85 feet to an iron pin, the point of the beginning.

This is the same property conveyed to the Mortgagor herein named by Deed of Bob R. Janes and recorded herewith of even date.

This Mortgage is a Wrap-Around Mortgage that includes that certain Mortgage given to Collateral Investment Company Mortgagee by James Benson, Jr. and Deloris Benson as recorded in the R.M.C. Office for Greenville County, October 26, 1978 and recorded in Mortgage Book 1448 at Page 264 in the amount of \$27,200.00

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or apper-taining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fittures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all 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 beirs, 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 it lawfully arthorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as proveded herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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