

FILED
GREENVILLE CO. S.C.

State of South Carolina
AUG 5 3 33 PM '81

County of GREENVILLE DONNIE S. TANKENSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, I the said Henry J. Rack hereinafter called Mortgagor, in and by that certain Note or obligation bearing even date herewith, stand indebted, firmly held and bound unto THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA, hereinafter called Mortgagee, in the full and just principal sum of One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00), with interest thereon payable in advance from date hereof at the rate of 15.00 % per annum; the principal of said note together with interest being due and payable in 35 ^{Number} thirty five monthly

installments as follows:

Interest only on advances beginning ^{Monthly, Quarterly, Semiannual or Annual} September 1, 1981, with principal & Int. Beginning on January 1, 1982, and on the same day of each month period thereafter, the sum of One Thousand Five Hundred Thirty seven and 10/100 Dollars (\$ 1,537.10) and the balance of said principal sum due and payable on the 1 day of December, 1984.

The aforesaid payments are to be applied first to interest at the rate stipulated above and the balance on account of unpaid principal. Provided, that upon the sale, assignment, transfer or assumption of this mortgage to or by a third party without the written consent of the Bank, the entire unpaid balance of the note secured by this mortgage, with accrued interest, shall become due and payable in full or may, at the Bank's option, be continued on such terms, conditions, and rates of interest as may be acceptable to the Bank.

Said note provides that past due principal and/or interest shall bear interest at the rate of 15 % per annum, or if left blank, at the maximum legal rate in South Carolina, as reference being had to said note will more fully appear; default in any payment of either principal or interest to render the whole debt due at the option of the mortgagee or holder hereof. Forbearance to exercise this right with respect to any failure or breach of the maker shall not constitute a waiver of the right as to any subsequent failure or breach. Both principal and interest are payable in lawful money of the United States of America, at

the office of the Mortgagee in Greenville, South Carolina, or at such other place as the holder hereof may from time to time designate in writing.

NOW, KNOW ALL MEN, that the said Mortgagor in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said Note; and also in consideration of the further sum of THREE DOLLARS, to the said Mortgagor in hand well and truly paid by the said Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents DO GRANT, bargain, sell and release unto the said Mortgagee the following described real estate, to-wit:

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 8 R 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.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX
40.00

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