FILED GREENVILLE S. C.

STATE OF SOUTH CAROLINA COUNTY OF Greenville

with interest thereon from

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SEP 9 9 37 MM '83 MORTGAGE OF REAL ESTATE SUEY TO ALL WHOM THESE PRESENTS MAY CONCERN: R.M.C

WHEREAS, We, Harry L. Rice and Sharon K. Rice

(hereinaster referred to as Mortgagor) is well and truly indebted unto Rabin Properties, A South Carolina General Partnership

(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

Twenty Thousand and no/100 ----- Dollars (\$ 20,000.00) due and payable

According to the terms and conditions of a promissory note of even date with terms and conditions incorporated herin by reference. at the rate of 13.5% 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 piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, and being known and designated as Lot No. 17 of Sunny Slopes Subdivision, Section One, and according to a plat prepared of said property by C. O. Riddle, Surveyor, February 8, 1971, and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4R, at Page 3, having the following courses and distances to-wit:

BEGINNING at a point on the edge of Rawood Drive, joint front corners of Lots 17 and 18, and running thence with the common line of said lots, S. 38-42 E. 150 feet to a point; thence N. 53-18 E. 80 feet to a point; thence N. 36-42 W. 150 feet to a point on the edge of awood Drive; thence running with said drive S. 53-18 W 80 feet to a point on the edge of Rawood Drive, the point of the beginning.

THEabove property is the identical property conveyed to Harry L. Rice and Sharon K. Rice by deed of Brown Enterprises of S. C., Inc., as recorded in the RMC Office for Greenville County in Deed Book 1016 at Page 684 recorded April 11,1975.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

STATE OF THE PARTY OF

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.