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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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MORTGAGE OF REAL ESTATE

OUNTES. TANAERS FOR

WHEREAS, RABIN PROPERTIES, A South Carolina General Partnership

(hereinafter 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

Forty thousand and no/100 - - - - - - - - - - - 40,000.00) due and payable

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

with interest thereon from August 1, 1983 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

ALL those pieces, parcel or lots of land with all buildings and improvements thereon on the eastern side of Sutton Drive, in Greenville County, South Carolina, known and designated at Lots. Nos. 66,67 and a small portion of Lot No. 68 of Block D, as shown on a plat of MAYFAIR ESTATES, dated May 1, 1948, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book S at Pages 72 and 73, and having according to a more recent plat thereof made by Freeland and Associates dated October 24, 1977, entitled PROPERTY OF EDWARD T. SIRKEL AND PATRICIA A. SIRKEL, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Sutton Drive at the joint front corner of Lots. Nos. 65 and 66 and running thence with the eastern side of Sutton Drive, N. 17-17 W. 66166 feet to an iron pin in the front line of Lot No. 68; thence along a line through Lot No. 68, N. 72-43 E., 169.3 feet to an iron pin; thence S. 16-09 E., 66.7 feet to an iron pin; thence along the common line of Lots. No. 65 and 66, S. 72-43 W. 168.0 feet to an iron pin on the eastern side of Sutton Drive, the point of 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 Egiven to Collateral Investment Company as Mortgagee by Edward T. Sirkel and Patricia A. Sirkel as recorded in the R.M.C. Office for Greenville County in Mortgage Book 1414 at Page 122 in the amount of \$27,750.00 and that Mortgage given to Transouth Financial Service as recorded in Mortgage Book 1548 at Page 411 in the amount of \$25,000 Max

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Together with all and singular rights, members, hereditaments, and apportenances 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 fintures 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 bousehold 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 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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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