

MORTGAGE - INDIVIDUAL FORM  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE, S.C.  
JOHN M. BRIDGEMAN, P.A., GREENVILLE, S.C.  
MAY 7 2 50 PM '77  
ON FILE  
FILED

1386-890  
306 E. North St.  
Greenville, S.C. 29601

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Eugene Rackley and Elizabeth M. Rackley

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK AND TRUST COMPANY

(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

ONE HUNDRED THOUSAND AND NO/100 -----Dollars (\$ 100,000.00 due and payable one (1) year from date

with interest thereon from date at the rate of 9-1/4 per centum per annum, to be paid quarterly

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:

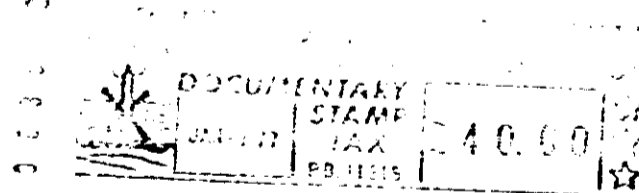
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 piece, parcel or tract of land containing 28.79 acres situate, lying and being on the southwestern side of the right of way of U.S. Highway No. 276 and on the eastern and western sides of a county road in the corporate limits of the Town of Simpsonville, in Austin Township, Greenville County, South Carolina, being the southeastermost portion of the Property of J. M. Latimer and Ida Mae Latimer as shown on a plat thereof made by C. O. Riddle, Surveyor, dated June, 1959, recorded in the RMC Office for Greenville County, S.C. in Plat Book RR, page 1 and being shown on a more recent plat thereof entitled "Survey for Rackley, Builder-Developer, Inc." made by Piedmont Engineers, Architects and Planners, dated July 17, 1973, and having according to the last mentioned plat the following metes and bounds, to-wit:

BEGINNING at a point on the southwestern side of the right of way of U.S. Highway No. 276 at the corner of property formerly owned by A. G. Huff and now owned by Tompkins, and thence running along the line of Tompkins and crossing a country road, N. 77-55 W., 1620 feet to an iron pin; thence continuing along the line of property now or formerly owned by Tompkins, N. 11-43 W., 919.8 feet to an iron pin in or near the center line of Wildcat Branch; thence with Wildcat Branch as the line opposite Brentwood subdivision, the following traverse courses and distances: S. 81-47 E., 212.3 feet to a point, S. 72-48 E., 300 feet to a point, N. 89-43 E., 155 feet to a point, N. 74-13 E., 155 feet to a point, and N. 58-13 E., 180 feet to a point on the right of way of U. S. Highway No. 276; thence with the southwestern side of the right of way of U.S. Highway No. 276, S. 36-00 E., crossing a county road, 1309.5 feet to an iron pin; thence continuing along the line of said right of way, S. 54-00 W., 8 feet to a point; thence continuing along the line of said right of way, S. 15-36 E., 203.2 feet to the point of BEGINNING.

The above described property is the same conveyed to Eugene Rackley and Elizabeth M. Rackley by deed recorded on July 26, 1976 in Deed Book 1040 at page 153 given by Southern Bank and Trust Company, as Trustee.

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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