

RECORDED  
S. C.  
1:30 PM '80

# MORTGAGE

1027-304

THIS MORTGAGE is made this 12th day of December 1980 between the Mortgagor, Mark S. Rauchfuss (herein "Borrower"), and the Mortgagee, Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the State of South Carolina whose address is Post Office Box 10148, Greenville, SC 29603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-seven Thousand Five Hundred & No/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 12, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2011.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville State of South Carolina: being known and designated as Unit 7-B of Wildaire-Merry Oaks Horizontal Property Regime, III, as is more fully described in Master Deed dated April 23, 1980, and recorded in the RMC Office for Greenville County, SC in Deed Book 1125 at Pages 528 through 590, inclusive, and survey and plot plan recorded in the RMC Office for Greenville County in Plat Book 7-Y at Page 20.

This is the same property conveyed to the mortgagor by deed of Wildaire-Merry Oaks Partnership recorded on even date herewith.

which has the address of 501 Edwards Road, Unit 7-B, Greenville, South Carolina 29615 (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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