

THIS MORTGAGE is made this 15 day of October 1981, between the Mortgagor, Mark S. Wessel and Kelly K. Wessel (herein "Borrower"), and the Mortgagee, Charter Mortgage Company (herein "Lender"), a corporation organized and existing under the laws of the State of Florida, whose address is Post Office Box 2259, Jacksonville, Florida 32232.

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-Nine Thousand and No/100 [\$39,000.00] Dollars, which indebtedness is evidenced by Borrower's note dated October 15, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2011.

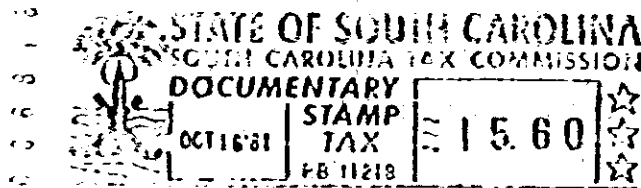
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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:

ALL that certain piece, parcel or lot of land situate, lying and being in the City of Greenville, County and State aforesaid, on the northeasterly side of Scarlett Street [formerly Forest Green Road] and being shown as the north part of Lot 242 on plat of Sherwood Forest prepared by Dalton & Neves, Engineers, in August, 1951, which plat is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book GG at Pages 2 and 3 and having according to a recent survey entitled "Property of Mark S. Wessel and Kelly K. Wessel", prepared by Dalton & Neves, Engineers in October of 1981 [to be recorded herewith], having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeasterly side of Scarlett Street [formerly Forest Green Road] at the rear corner of Lot 241; thence S 44-47 E 64.6 feet to an iron pin; thence with rear line of Lot 154 S 31-40 E 50 feet to iron pin; thence with rear line of lot 153 S 1-40 E 42.8 feet to an iron pin [new corner]; thence through lot 242 N 76-44 W 146.8 feet to an iron pin on the northeast side of said street; thence with a line of said street, N 30-51 E 64 feet to an iron pin above the center of a creek; thence N 41-16 E 56 feet to point of beginning.

Subject to all property restrictions, easements and rights-of-way appearing of record relating to said property, as well as to all zoning regulations of the City of Greenville.

Being part of the property conveyed to the Grantor by deed of L. A. Mosely, Inc., dated May 26, 1980, recorded in Deed Book 1127 at Page 761 in the RMC Office for Greenville County.



which has the address of 107 Scarlett Street, Greenville, South Carolina 29607 (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 seised 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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