

MORTGAGE

South Carolina R.M.C.

THIS MORTGAGE is made this 30th day of November 1983, between the Mortgagor, WAYNE GLENN JONES and CATHERINE B. Jones (herein "Borrower"), and the Mortgagee, Wachovia Mortgage Company, a corporation organized and existing under the laws of North Carolina, whose address is Winston-Salem, North Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY THREE THOUSAND SIX HUNDRED FIFTY AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 30, 1983 (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, 1998.

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 State of South Carolina, County of Greenville, being shown and designated as Lot 23, on the Plat of Mountain Creek, Phase II, recorded in the R.M.C. Office for Greenville County in Plat Book 9F at Page 62, and having, according to a more recent survey prepared by Freeland and Associates, dated November 30, 1983, entitled "Property of Wayne G. Jones and Katherine R. Jones", the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corners of Lots 23 and 22 and running thence N. 76-41 E. 242.86 feet to an iron pin; thence turning and running S. 21-57 E. 209.74 feet to an iron pin; thence running N. 78-05 W. 306.34 feet to an iron pin; thence turning and running with Mountain Chase N. 11-16 W. 76.77 feet to an iron pin, the point of BEGINNING.

THIS is the same property conveyed to the Mortgagors herein by deed of Davis Mechanical Contractor, Inc., dated November 30, 1983 and recorded simultaneously herewith.

which has the address of 23 Mountain Chase Taylors South Carolina 29688 (Street) (City) (State and Zip Code) (Therein "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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