

RECORDED TO SHOW NEW NOTE EXECUTED IN PLACE OF NOTE RECORDED ORIGINALLY WITH MORTGAGE AND TO ADD RIDER. This instrument was prepared by: M. Leonard Ledford Attorney at Law

GREENVILLE, SOUTH CAROLINA
NOTICE: This Mortgage Secures A VARIABLE/ADJUSTABLE INTEREST RATE NOTE ~~1631~~ ~~261~~

OCT 18 1 35 PM '83

MORTGAGE

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DONNIE S. TAMMERSLEY
R.M.C.

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THIS MORTGAGE is made this 17th day of October 19 83 between the Mortgagor, George T. Hughes and Elizabeth A. Hughes (herein "Borrower"), and the Mortgagee, Wachovia Mortgage Company, a corporation organized and existing under the laws of North Carolina, whose address is P. O. Box 3174, Winston-Salem, North Carolina 27102 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of Eighty Nine Thousand Six Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 17, 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 November 1, 2013; A copy of said Note is attached hereto as Exhibit A, being

incorporated fully herein for all purposes. 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 piece, parcel or lot of land, lying and being situate on the northwestern side of Sugar Creek Lane, being known and designated as Lot No. 126 on plat entitled "Property of George T. Hughes and Elizabeth A. Hughes" as recorded in Plat Book 10-B, Page 100 in the RMC Office for Greenville County, South Carolina and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Sugar Creek Lane, said iron pin being 254.2 feet from the intersection of Sugar Creek Lane and Silver Creek Road and running thence with Sugar Creek Lane S. 37-50-00 W. 6.85 feet, thence with Sugar Creek Lane S. 40-29-41 W. 127.68 feet to an iron pin, thence N. 46-50-38 W. 174.67 feet to an iron pin, thence N. 38-36-18 E. 120.0 feet to an iron pin, thence S. 52-10-00 E. 178.23 feet to an iron pin, the point of beginning.

THIS being the same property conveyed to the Mortgagors herein by deed of Craig H. Stewart and Helen B. Stewart as recorded in Deed Book 1148, Page 713, in the RMC Office for Greenville County, S.C.

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30.00

which has the address of 104 Sugar Creek Lane, Greenville, S.C. 29651 (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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