

FILED
GREENVILLE CO. S. C.
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DONNIE J. LINDERSLEY
R.M.C.

MORTGAGE

BOOK 1633 PAGE 332

THIS MORTGAGE is made this 25th day of October 1983, between the Mortgagor, Emerson D. Sturgill and Barbara S. Sturgill (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 Thousand Three Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 25, 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, 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 piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, shown as Lot 31 on plat of Golden Grove Estates, recorded in Plat Book 4R at page 1 and having such courses and distances as will appear by reference to said plat.

Being the same property conveyed from Barbara E. Sturgill to Emerson D. Sturgill by deed recorded June 29, 1983 in Deed Book 1191 at page 347 and also the same property conveying an undivided one-half interest from Emerson D. Sturgill to Barbara E. Sturgill by deed recorded herewith.

RECORDING OFFICE OF GREENVILLE COUNTY, SOUTH CAROLINA
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which has the address of Lot 31 Golden Grove Circle, Piedmont, S.C. 29673 (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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