

MORTGAGE

1847 838

FILED GREENVILLE S.C.

THIS MORTGAGE is made (this 10th day of February 19. 84., between the Mortgagor, William T. Clarke and Jean A. Clarke Mortgage Company, R.M.C. SLEY. (herein "Borrower"), and the Mortgagee, Wachovia North Carolina, 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 Seventy Five Thousand and No/100 (\$75,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 10, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 1999;

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 known and designated as Lot No. 3, as shown on plat of PARIS POINT SUBDIVISION recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book 8-P, at page 6, reference to which is hereby made for a more complete description by metes and bounds.

This is the same property conveyed to the Mortgagors herein by Deed from Eastco Development Corp. of even date, to be recorded herewith in the R.M.C. Office for Greenville County.

STATE OF SOUTH CAROLINA DOCUMENTARY TAX COMMISSION STAMP TAX \$ 30.00

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which has the address of 9 Phillips Trail, Greenville S.C. 29609 (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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