

MORTGAGE

FILED
GREENVILLE

THIS MORTGAGE is made this 12th day of August 1983 between the Mortgagors, Kenneth F. Fryar, Jr., and Robin O. Fryar (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 Fifty Thousand and No/a00--- (\$50,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 12, 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 September 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 known and designated as Lot 26 of Old Mill Estates, Section III, as shown on plat recorded in the RMC Office for Greenville County in Plat Book 8P, Page 3, and also as shown on a more recent survey prepared by Freeland and Associates, dated August 12, 1983, entitled "Property of Kenneth F. Fryar, Jr. and Robin O. Fryar" recorded in the RMC Office for Greenville County in Plat Book 9Y, Page 78, and having, according to the more recent survey, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Mill Estates Road, joint front corner of lots 26 and 27 and running thence along the common line of said lots, S 75-00 E 149.85 feet to an iron pin; thence turning and running with the common line of Lots 26 and 25, S 20-25-42 W 135.0 feet to an iron pin on the southern side of East Mill Court; thence turning and running along said East Mill Court, N 75-06 W 112.0 feet to an iron pin at the intersection of East Mill Court, and Mill Estates Road; thence with the said intersection N 30-06 W 35.35 feet to an iron pin on the eastern side of Mill Estates Road; thence turning and running with said Mill Estates Road, N 14-54-09 E 109.65 feet to an iron pin, the point of beginning.

This being the same property conveyed to the Mortgagors herein by deed of Furman Cooper Builders, Inc., to be recorded of even date herewith.

which has the address of 1 East Mill Court Taylors
[Street] [City]
South Carolina 29687, therein "Property Address";
[State and Zip Code]

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 seized 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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