

This instrument was prepared by:
Ray R. Williams, Jr.

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FILED
GRAND JURY CO. S. C.

SEP 4 12 45 PM '81
DONNIE S. TANKERSLEY
R.M.C.

Mortgage Secures A Variable Interest Rate Note

MORTGAGE

THIS MORTGAGE is made this 4th day of September 19 81, between the Mortgagor, Kenneth R. Winebrenner, Jr., and Janis I. Winebrenner (herein "Borrower"), and the Mortgagee, Wachovia Mortgage Company, a corporation organized and existing under the laws of the State 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 One Hundred Forty Thousand and No/100 (\$140,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 4, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 2011

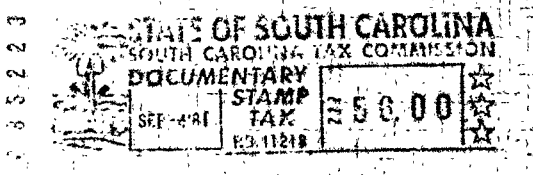
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 County of Greenville, State of South Carolina, and being known and designated as Lot 115-A, on a plat of Chanticleer Subdivision, Section II, according to a plat prepared of said subdivision by Campbell and Clarkson, Surveyors, August 21, 1967, and which said plat is recorded in the R.M.C. Office in Greenville County, South Carolina, in Plat Book RRR, at Page 141, according to said plat having the following courses and distances, to-wit:

BEGINNING at a point on the edge of East Seven Oaks Drive, joint front corner with Lot 117-A and running thence with the common line with said lot, S. 35-11 W. 167.5 feet to a point in the line with Lot 114; thence running with the common line with said lot, N. 46-46 W. 197.45 feet to a point on the edge of Bartram Road; thence running with the edge of Bartram Road, N. 37-06 E. 14.9 feet to a point on the edge of said road; thence continuing with the edge of said road, N. 35-11 E. 100 feet to a point on the edge of said road; thence running with the curve of the intersection of Bartram Road and East Seven Oaks Drive, the chord being: N. 80-11 E. 35.3 feet, to a point on the edge of East Seven Oaks Drive; thence running with the edge of said drive, S. 54-49 E. 170 feet to a point on the edge of said drive, the point of beginning.

The within property is the identical property conveyed to the Mortgagors herein by deed of G. C. Myers, dated September 3, 1981, and which said deed is being recorded simultaneously with the recording of the within instrument.

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which has the address of 500 Seven Oaks Drive Greenville
[Street] [City]
South Carolina 29605 (herein "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 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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