

This Mortgage is re-recorded to include the PUD rider which is attached hereto as Exhibit B, being incorporated fully herein for all purposes.

This instrument was prepared by E. Perry Edwards

NOTICE: This Mortgage Secures A VARIABLE/ADJUSTABLE INTEREST RATE NOTE

MORTGAGE

REC'D 2 29 PM '82

COMM. TAXERSLEY

BOOK 1590 PAGE 330
S.C.
REC'D 1 09 PM '82
COMM. TAXERSLEY
R.M.C.

THIS MORTGAGE is made this 19 day of August 19 82, between the Mortgagor, Robert A. Collier and Diane M. Collier (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, NC 27102 (herein "Lender").

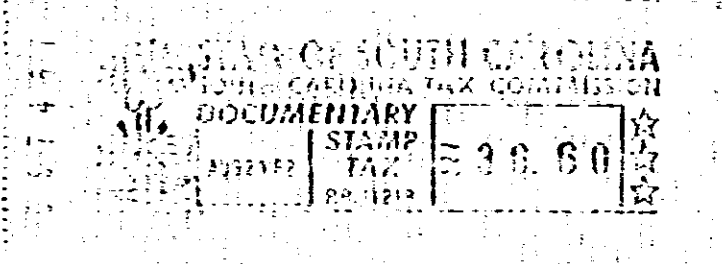
WHEREAS, Borrower is indebted to Lender in the principal sum of Ninety One Thousand Five Hundred and No/100---(\$91,500.00)---Dollars, which indebtedness is evidenced by Borrower's note dated August 19, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2012; 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 with the buildings and improvements thereon lying and being on the northwesterly side of Sweetwater Road, near the City of Greenville, South Carolina, being known and designated as Lot No. 459 on a plat entitled "Map Two, Section Two, Sugar Creek" as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 7X, at Page 19, and having, according to a more recent survey entitled Revision of Lot No. 459, Sugar Creek, Map 2, Sec. 2, dated March 30, 1981, prepared by C. O. Riddle, Engineer, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 8R, at Page 71, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Sweetwater Road, said pin being the joint front corner of Lots 458 and 459, and running thence with the common line of said lots N. 65-36-23 W. 183.01 feet to an iron pin at the joint rear corner of Lots 458 and 459; thence with the common line of Lot 459 and property now or formerly owned by Ethel Austin Moore S. 65-18-17 W. 141.90 feet to an iron pin; thence S. 14-32-04 E. 30.43 feet to an iron pin at the joint rear corner of Lots 459 and 460; thence with the common line of said lots S. 74-11-12 E. 263.19 feet to an iron pin on the northwesterly side of Sweetwater Road N. 20-06-13 E. 48.05 feet to an iron pin; thence continuing with said road N. 24-23-37 E. 43.79 feet to an iron pin, the point of beginning.

This being the same property conveyed unto mortgagors by deed of M. G. Proffitt, Inc. executed and recorded of even date herewith.



which has the address of 414 Sweetwater Road Greer South Carolina 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 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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