

MORTGAGE

APR 29 3 31 PM '83

DONNIE S. TANNERLEY

THIS MORTGAGE is made this 29th day of April 19. 83, between the Mortgagor, Charles G. Whitmire, Jr. and Kathryn K. Whitmire (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").

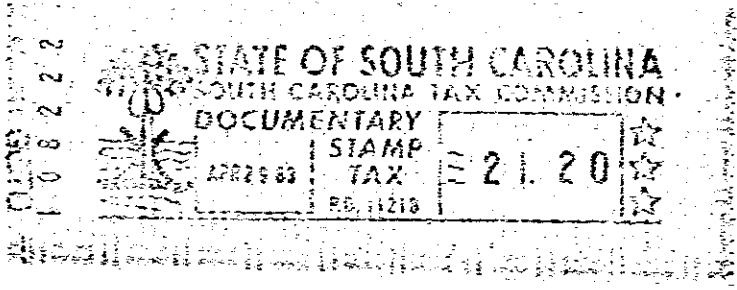
WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-Three Thousand and 00/100 (\$53,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 29, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2013

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, with the buildings and improvements thereon, lying and being on the northerly side of Knollwood Lane, in the City of Greenville, South Carolina, being known and designated as Lot No. 172 on plat of Cleveland Forest, as recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book M at Page 137, and having, according to a more recent survey entitled "Property of Charles G. Whitmire, Jr. and Kathryn K. Whitmire," dated April 12, 1983, prepared by John R. Long & Associates, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Knollwood Lane, said pin being the joint front corner of Lots 172 and 173, and running thence with the common line of said lots N. 22-09-00 W., 199.00 feet to an iron pin at the joint rear corner of Lots 172 and 173; thence N. 72-15-00 E., 60.02 feet to an iron pin, the joint rear corner of Lots 171 and 173; thence with the common line of said lots S. 22-08-35 E., 194.40 feet to an iron pin on the northerly side of Knollwood Lane; thence with the northerly side of Knollwood Lane S. 67-51-00 W., 59.82 feet to an iron pin at the point of beginning.

This is the same property conveyed to Mortgagors herein by deed of Joseph F. Damore, dated April 29, 1983, and recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 1197 at Page 364 on April 29, 1983.



5.00

which has the address of 127 Knollwood Lane Greenville S. C. 29607 (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.