

APR 12 2 57 PM '83

1601 PAGE 767

VA Form 26-6338 (Home Loan) Revised September 1975. Use Optically Readable Form. U.S.C. Acceptable to F.N.M.A. National Mortgage Association.

THIS MORTGAGE IS BEING RE-RECORDED TO CORRECT THE SPELLING IN SOUTH CAROLINA IRON AND TWELVE

MORTGAGE

STATE OF SOUTH CAROLINA, } ss: COUNTY OF GREENVILLE }

WHEREAS: I, ROGER D. JAMES

Greenville, South Carolina, hereinafter called the Mortgagor, is indebted to

WACHOVIA MORTGAGE COMPANY, a corporation organized and existing under the laws of The State of North Carolina, hereinafter called Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of TWENTY SEVEN THOUSAND NINE HUNDRED AND NO/100-----Dollars (\$ 27,900.00), with interest from date at the rate of Twelve per centum (12 %) per annum until paid, said principal and interest being payable at the office of Wachovia Mortgage Company, Post Office Box 3174, in Winston-Salem, North Carolina, or at such other place as the holder of the note may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Two Hundred Eighty Six Dollars and 99/100-----Dollars (\$ 286.99), commencing on the first day of June, 19 83, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May, 2013.

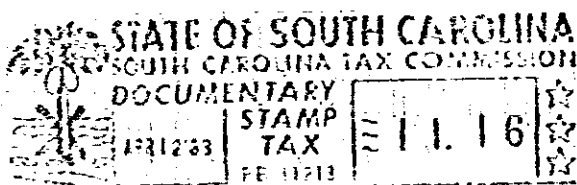
Now, KNOW ALL MEN, that Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, and released, and by these presents does grant, bargain, sell, assign, and release unto the Mortgagee, its successors and assigns, the following-described property situated 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 shown and designated as Lot 46 on a plat of Ethel Y. Perry Est., recorded in the R.M.C. Office for Greenville County in Plat Book BB at Page 81, and having, according to a more recent survey prepared by Freeland and Associates, dated April 7, 1983, entitled "Property of Roger D. James," the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corners of Lots 46 and 47 and running thence N. 3-40 W. 106.00 feet to an iron pin at the joint rear line of Lot 46, with Langston Creek as the line; thence running with said line N. 80-37 E. 80.90 feet to an iron pin; thence with the line of Lots 46 and 22, S. 0-49 E. 117.90 feet to an iron pin; thence with Dukeland Drive, S. 89-11 W. 75.00 feet to an iron pin, the point of BEGINNING.

THIS is the same property conveyed to the Mortgagor herein by deed of Gordon H. Folz and Verna E. Lynch (now Verna E. Folz, dated April 6, 1983 and recorded simultaneously herewith.

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Together with all and singular the improvements thereon and the rights, members, hereditaments, and appurtenances to the same belonging or in anywise appertaining; all the rents, issues, and profits thereof (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are and shall be deemed to be, fixtures and a part of the realty and are a portion of the security for the indebtedness herein mentioned;

4:00PM