

MORTGAGE

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

REFILED
JUN 28 1 59 PM '83
R.M.C. WASHLEY

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: DENNIS P. FRUECHTENICHT and SHELIA A. FRUECHTENICHT

of Greenville County, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto Wachovia Mortgage Company

, a corporation organized and existing under the laws of North Carolina, hereinafter called the 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 Forty-eight Thousand Seven Hundred and no/100 ----- Dollars (\$ 48,700.00),

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 in Winston Salem, North Carolina or at such other place as the holder of the note may designate in writing, in monthly installments of Five Hundred and 94/100 ----- Dollars (\$ 500.94), commencing on the first day of August, 1983, and 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 July, 2013

NOW, KNOW ALL MEN, That the 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, and released, and by these presents does grant, bargain, sell, and release unto the Mortgagee, its successors and assigns, the following-described real estate situated in the County of Greenville State of South Carolina:

ALL that certain piece, parcel or lot of land lying and being situate in the County of Greenville, State of South Carolina on the western side of Scuffletown Road and being known and designated as 1.6 acres on a plat entitled "Property of Dennis P. Fruechtenicht and Shelia A. Fruechtenicht" and recorded in Plat Book 9R at Page 79 in the RMC Office for Greenville County, S.C. and having the following metes and bounds:

BEGINNING at an iron pin in the center of Scuffletown Road, said pin being approximately 200 feet from the intersection of Scuffletown Road and Newitt Road, running thence N. 72-02 W. 256.62 feet to an iron pin; thence N. 18-05 W. 341.97 feet to an iron pin; thence S. 82-34 E. 260.0 feet to an old nail and cap in the center of Scuffletown Road; thence with Scuffletown Road S. 23-32 E. 231.53 feet to an iron pin, the point of beginning.

THIS being the same property conveyed to the Mortgagors herein by deed of Frank R. Washick and Sallie Y. Washick dated June 27, 1983 and recorded in Deed Book 119 at Page 270 on June 28, 1983 in the RMC Office for Greenville County, S.C.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
TAX
19.48

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of an interest on the indebtedness evidenced by the said note, at the times and in the manner herein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

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JUN 28 1983