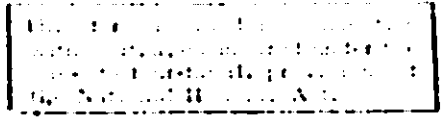


001 1622 919

Rerecorded to reflect change in description to add "Phase II".

**MORTGAGE**  
FILED GREENVILLE



STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE

AUG 1 1 47 PM '83  
DONNIE R. SLEY

AUG 28 2 50 PM '83  
DONNIE R. SLEY

1318 787

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Frederick L. Faber and Debra N. Faber of Greenville, 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 Twenty-five Thousand and no/100 Dollars (\$ 25,000.00 ).

with interest from date at the rate of Twelve and one-half per centum ( 12½ %) 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 Two Hundred Sixty-six and 82/100 Dollars (\$ 266.82 ) commencing on the first day of September, 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 August, 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, situate, lying and being in the State of South Carolina, County of Greenville, being known as Lot #41 on plat of property entitled "Property of Frederick L. Faber and Debra N. Faber" and being recorded in the RMC Office for Greenville County in Plat Book 9-Y at Page 11 and having, according to said recorded plat, metes and bounds as shown thereon.

BEGINNING at an iron pin at the intersection of Mountain Fork and Mountain Chase, said iron pin being on the western side of Mountain Fork and running thence N 25-23 E, 65.32 feet to an iron pin; thence S 63-54 E, 131.64 feet to an iron pin; thence S 25-23 W, 99.73 feet to an iron pin on the northern side of Mountain Chase and thence with Mountain Chase, N 58-06 W, 83.52 feet to an iron pin; thence still running with Mountain Chase, N 60-08 W, 23.72 feet to an iron pin; thence N 19-55 W 35.17 feet to the point of beginning.

This being the same property being conveyed to the Mortgagors by deed of Davis Mechanical Contractors, Inc. as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1173 at Page 157 on July 1, 1983.

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 payment.

1318 787

RECORDED