

3000 S.C.
R.M.C. WINSLEY

MORTGAGE

1030 288

THIS MORTGAGE is made this 9th day of December 1983, between the Mortgagor, Dale A. Salisbury and Pamela L. Salisbury (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 Seventy Five Thousand and No/100 (\$75,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 9, 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 January 1, 1999.

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, situate, lying and being in the County of Greenville, State of South Carolina, and being known and designated as Lot No. 12, Brushy Creek Ridge Subdivision, according to a plat of said subdivision by Piedmont Surveyors, which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 7-C, at Page 25, and according to said plat, having the following courses and distances, to-wit:

BEGINNING at a point on the edge of Brushy Creek Ridge Lane, joint front corner with Lot 13, and running thence with the common line with said Lot, N. 65-47 W. 245.65 feet to an iron pin; thence, N. 70-23 E. 80.0 feet to an iron pin; thence, N. 82-08 E. 195.84 feet to an iron pin; thence, S. 80-44 E. 10.0 feet to an iron pin, joint rear corner with Lot 11; thence running with the common line with said Lot, S. 2-52 W. 140.80 feet to a point on the edge of Brushy Creek Ridge Lane; thence running with the curvature of said Lane, the chord being S. 74-36 W. 50.0 feet to a point on the edge of said Lane, the point of Beginning.

The within property is the identical property conveyed to the Mortgageors herein by deed of Carolina Builders of S.C., Inc., of even date herewith, which said deed is being recorded simultaneously with the recording of the within instrument.

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which has the address of Brushy Creek Ridge Road Taylors, South Carolina 29687 (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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