

GRANTED FILED
DEC 15 2 13 PM '83
R.M.C. - ISLEY

MORTGAGE

1040 107

THIS MORTGAGE is made this 15th day of December 1983, between the Mortgagor, William H. Davis, III and Mary O. Davis (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 Sixty Thousand and no/100 (\$60,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 15, 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, 2014.

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 piece, parcel, lot of land situate, lying and being in the County of Greenville, State of South Carolina being known and designated as a portion of Lot #58 and a portion of Lot #57, Devenger Place, Section 1 as shown on a plat thereof prepared by Dalton & Neeves Co., Engineers dated October, 1973 this plat is of record in the R. M. C. Office for Greenville County, South Carolina in Plat Book 4-H at Page 79 and being further described and shown on a plat entitled "survey for William H. Davis, III and Mary O. Davis" dated November 30, 1983 and prepared by W. R. Williams, Jr., Engineer/Surveyor, P.E. & L.S. and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin old along the western edge of Paddock Lane, 693.7 feet north of Longstreet Drive and running thence along the western edge of Paddock Lane N. 22-09 W. 71.8 feet to an iron pin old along the western edge of Paddock Lane, joint front corner of Lots 58 & 59 and running; thence along the line of Lot 59 S. 85-03 W. 151.3 feet to an iron pin old; thence running S. 17-44 E. 106.8 feet to a point at the joint rear corner of Lots 58 & 57 and running thence along the line of Lot 57 N. 61-39 E. 151.0 feet to an iron pin old along the western edge of Paddock Lane, 693.7 feet north of Longstreet Drive, the point of BEGINNING.

THIS being the same property conveyed to the mortgagors herein by deed of Michael R. Hoffman and Gail Sittmann Hoffman by deed dated December 27, 1983 and recorded in the R. M. C. Office for Greenville County, South Carolina on December 15, 1983 in Mortgage Book 222 at Page 529

which has the address of 115 Paddock Lane Greer SC 29651 (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.

400 000 21801

1010

222 529