

This instrument was prepared by:

Nicholas P. Mitchell, III

**NOTICE: This Mortgage Secures
A VARIABLE/ADJUSTABLE INTEREST RATE NOTE**

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MORTGAGE

VOL 1678 PAGE 396
VOL 1686 PAGE 423

THIS MORTGAGE is made this 21st day of August 1984, between the Mortgagor, William H. McCauley, Jr., and Leslie A. McCauley (herein "Borrower"), and the Mortgagee, Wachovia Mortgage Company, a corporation organized and existing under the laws of North Carolina, whose address is P.O. Box 3174, Winston-Salem, North Carolina 27102 (herein "Lender").

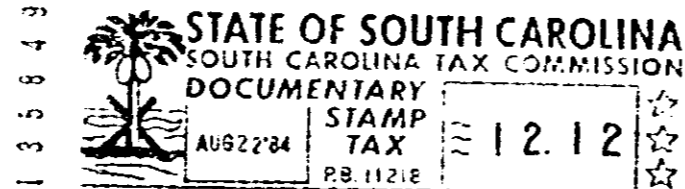
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Thousand Four Hundred and no/100 (\$40,400.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 21, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2014; A copy of said Note is attached hereto as Exhibit A, being

incorporated fully herein for all purposes.

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 and/or lot of land situate, lying and being in Greenville County, South Carolina, known and designated as Lot No. 13 on plat of Blue Berry Park Subdivision as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book BB at page 18 and according to a later plat entitled "Property of William H. McCauley, Jr., and Leslie A. McCauley" prepared by R.B. Bruce, RLS, dated August 21, 1984 as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 10W at Page 41, reference being craved hereto to said later plat for exact metes and bounds.

This is that property conveyed to Mortgagor by deed of James R. Nix and Nancy B. Nix dated and filed concurrently herewith.



which has the address of 16 Strawberry Drive, Greenville, South Carolina 29609 (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 seised 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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