FILED GREENVILLE CO. S.C. VOL 1690 PAUL 884

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## **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on January 2 .The mortgagor is Michael W. Pye and Michael W. Pye, Attorney in fact for Angela K. Pye

("Borrower").

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This Security Instrument is given to Wachovia Mortgage Company, which is organized and existing under the laws of North Carolina, and whose address is P.O. Box 3174, Winston-Salem, North Carolina 27102 ("Lender"). Borrower owes Lender the principal sum of

Sixty Six Thousand and No/100ths ------ Dollars (U.S. \$ 66,000.00 This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on February 1, 2015

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described County, South Carolina: property located in GREENVILLE

> ALL that certain piece, parcel or lot of land being in Greenville County, South Carolina on the southwestern edge of Gail Drive, being known and designated as Lot No. 38 on a plat of Section Five Knollwood Heights dated October 12, 1973, by C.O. Riddle, Surveyor, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4-R, Pages 91 and 92, and having according to said plat the following metes and bounds, to-wit:

> BEGINNING at a point on the southwestern edge of Gail Drive at the joint front corner of Lots 38 and 39, and running thence along the common line of said lots, S. 07-57-00 W. 200 feet to a point; thence along line of tract B, N 82-03-00 W. 100 feet to an point; thence along the front line of Lot 37 N. 07-57-00 E. 200 feet to a point on the southwestern edge of Gail Drive; thence along the southwestern edge of Gail Drive, S. 82-03-00 E. 100 feet to the beginning corner.

> This being the same property conveyed unto the Mortgagors by deed of Wayne A. Woods and Gloria C. Woods executed and recorded of even date herewith.

which has the address of

121 Gail Drive

South Carolina

29662 (Zip Code)

("Property Address"):

TO HAVE AND TO HOLD such property 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 rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

CBORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

641 New 581 SOUTH CAROLINA - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT Form 3041 12/83 AND THE PERSONAL PROPERTY OF THE PROPERTY OF THE PERSONAL PROPERTY OF T