

MORTGAGE

GREENVILLE

THIS MORTGAGE is made this 10th day of August 1983, between the Mortgagor, Kenneth C. Abernethy and Cheryl B. Abernethy (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 00/100 (\$60,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 10, 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 September 1, 1998

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, on the southwestern side of East Indian Trail and being known and designated as Lot No. 68 on plat entitled "Final Plat, Seven Oaks," recorded in the RMC Office for Greenville County in Plat Book 4-R at Page 6 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

THIS being the same property conveyed to the mortgagors herein by deed of Donald E. Boyer and Margaret A. Boyer as recorded in Deed Book 1194 at Page 256 in the RMC Office for Greenville County, S.C., on August 11, 1983.

which has the address of 17 East Indian Trail Taylors, S.C. 29687 (State and Zip Code) (Street) (City) (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 on a schedule of exceptions to coverage, in any title insurance policy issued by Lender's interest in the Property.

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