

MORTGAGE

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THIS MORTGAGE is made this 9th day of May, 1974, between the Mortgagor, (s) Harry W. Maddox and Brenda M. Maddox

(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 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Seven Thousand Three Hundred Fifty Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2004;

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 lot, parcel or tract of land in the County of Greenville, State of South Carolina, lying, situate and being on the northwesterly side of Wood Creek Drive, shown and designated as Lot No. 34 on plat entitled "Edwards Forest, Section No. 3" by Dalton & Neves, Engineers, dated April, 1965, and described according to said plat as follows: BEGINNING at a point on the northwesterly side of Wood Creek Drive, said point being the mutual front corner of Lots No. 34 and 35, and running thence with the line of Lot No. 35 N 41° 36' W Two Hundred (200') feet to a point, said point being the mutual rear corner of Lots No. 34, 35, 23 and 24; thence with the rear line of Lot No. 24 N 48° 24' E One Hundred (100') feet to a point, said point being the mutual rear corner of Lots No. 34, 24 and 25 and 33; thence with the line of Lot No. 33 S 41° 36' E Two Hundred (200') feet to a point on Wood Creek Drive, said point being the mutual front corner of Lots No. 33 and 34; thence with the line of Wood Creek Drive S 48° 24' W One Hundred (100') feet to the point of BEGINNING. For a more full and particular description reference is hereby specifically made to the aforesaid plat recorded in Plat Book BBB, Page 99.



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 in the event 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 easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

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