

Prepared by and signed to: William L. Tankersley III
GREENWOOD S. Diggie Duggins Meschan Thornton & Elrod, P.A.
Post Office Drawer X

MAR 1 9 35 AM '82 Greensboro, North Carolina
MORTGAGE

BOOK 1564 PAGE 834

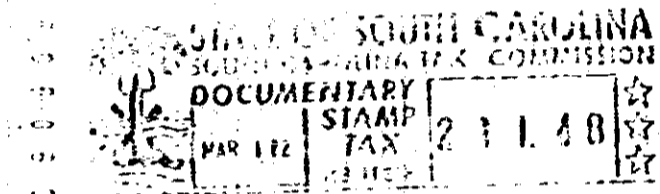
SONNIE TANKERSLEY
R.M.C.

THIS MORTGAGE is made this 26th day of February 1982, between the Mortgagor, Barry L. Cook and wife, Carolyn A. Cook (herein "Borrower"), and the Mortgagee, First Union National Bank, a corporation organized and existing under the laws of North Carolina, whose address is Post Office Box 910, High Point, North Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Five Hundred Twenty-Eight Thousand Six Hundred Three (\$528,603.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 26, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 31, 1982;

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:

See Attached Legal Description



THESE are the same pieces of property conveyed to the mortgagors by The Fortis Corporation by deeds dated February 15, 1982, to be recorded herewith.

which has the address of _____ (Street) _____ (City) _____ (herein "Property Address");
[State and Zip Code]

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.

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