

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

MORTGAGE

BOOK 1576 PAGE 986

FILED
CO. S. C.
THIS MORTGAGE was made this 2nd day of August 1982 between the Mortgagor, Joseph B. Lawton and Karen M. Lawton (herein "Borrower"), and the Mortgagee, Wachovia Mortgage Company (herein "Lender"), a corporation organized and existing under the laws of North Carolina, whose address is Suite 115 5821 Park Road, Charlotte, North Carolina 28209 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Twenty-eight Thousand and No/100 (\$128,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 2, 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 September 1, 2012; 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 or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 12 as shown on plat entitled Parkins Knoll prepared by James D. Crain dated May 18, 1973, recorded in the Office of the RMC for Greenville County in Plat Book 5-D at page 34, and having according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the Eastern side of Parkins Mill Road at the joint front corner of Lots 11 and 12, and running thence with the eastern side of Parkins Mill Road N 2-06 E 125.0 feet to an iron pin; thence N 47-03 E 35.36 feet to an iron pin on the Southern side of Faversham Circle; thence with said Faversham Circle, S 87-55 E 145.0 feet to an iron pin; thence with the joint line of Lots 12 and 13, S 1-31 W 150.15 feet to an iron pin; thence with the joint line of Lots 11 and 12, N 87-49 W 171.3 feet to an iron pin at the point of beginning.

Being the same property conveyed to mortgagors herein by deed of Custom Homes Associates dated 8/2/82 and recorded simultaneously herewith in Deed Book 1171 at page 370.

6-9-82
SOUTH CAROLINA
DOCUMENTARY
STAMP
FEB 2 1982
which has the address of Parkins Mill Road Greenville, S. C. 29607 (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.

4328 RV.27