

Feb 21 4 48 PM '83

DONN E. TANNERSLEY
F.H.L.C.

MORTGAGE

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THIS MORTGAGE is made this 21st day of February, 1983, between the Mortgagor, Tim J. Hawbaker and Julie N. Hawbaker (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 Four Thousand Six Hundred and no/100 (\$64,600.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 21, 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 March 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 piece, portion or lot of land, with all improvements thereon, situate, lying and being in Greenville County, South Carolina, as shown on plat entitled "Property of Timothy J. Hawbaker and Julie N. Hawbaker" prepared by R.B. Bruce, RLS, February 16, 1982, as recorded in the REC Office for Greenville County, South Carolina, in Plat Book 9N at page 40, reference being craved hereto to said plat for exact metes and bounds.

This is that property conveyed to Mortgagor by deed of Kenneth R. Peterson and Sharon S. Peterson dated and filed concurrently herewith.

7.00
SOUTH CAROLINA
RECORDING
FEBRUARY 21 1983
7.00
SOUTH CAROLINA
RECORDING
FEBRUARY 21 1983

which has the address of 8 Crowdale Court, Taylors, South Carolina 29687 (herein "Property Address");
[Street] [City]
[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 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.

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