

MORTGAGE

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

FILED GREENVILLE CO S.C.

STATE OF SOUTH CAROLINA Jul 22 2 15 PM '83 COUNTY OF GREENVILLE

SS: DONNIE S. JAMES LRSLEY R.M.C.

903.1517 PAGE 211

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Michael Gibbs and Linda S. Gibbs Greenville County, South Carolina

of hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto Wachovia Mortgage Company P.O. Box 3174 Winston-Salem, North Carolina 27102

organized and existing under the laws of North Carolina, a corporation hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of Thirty Thousand Three Hundred and no/100***** Dollars (\$ 30,300.00*****),

with interest from date at the rate of twelve and one-half per centum (12 1/2 %) per annum until paid, said principal and interest being payable at the office of Wachovia Mortgage Company in Winston-Salem, North Carolina or at such other place as the holder of the note may designate in writing, in monthly installments of Three Hundred Twenty Three and 38/100***** Dollars (\$323.38*****), commencing on the first day of September, 19 83, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of August 2013

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto the Mortgagee, its successors and assigns, the following-described real estate situated in the County of Greenville

State of South Carolina:

All that certain piece, parcel or lot of land in the State of South Carolina, County of Greenville, in the Town of Fountain Inn, being known and designated as Lot No. 37 on a plat of Woodfield Heights, Section No. 2, recorded in Plat Book PPP at page 109, and as shown on a more recent plat drawn by Carolina Surveying Company, dated July 14, 1983, entitled "Property of Michael Gibbs & Linda S. Gibbs", said plat being recorded in the RMC Office for Greenville County, S.C., in Plat Book 9-U, at page 62, and having, according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of Garrett Street, joint front corner with Lot No. 36, and running thence N.65-45W., 335.3 feet to an iron pin at the rear corner of Lot No. 30; thence N.24-01E., 43.3 feet to an iron pin; thence S.79-10E., 316.3 feet to an iron pin on Garrett Street; thence with the edge of said Garrett Street, S.10-50W., 120 feet to the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of Dennis G. Lynn and Helen G. Lynn, dated December 15, 1972. Said deed was recorded on December 15, 1972, in the RMC Office for Greenville County, S.C., in Deed Book 963, at page 87.

RECORDED IN THE OFFICE OF THE CLERK OF THE COURT OF THE COUNTY OF GREENVILLE, SOUTH CAROLINA, JULY 22 1983, 2 12 PM

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of an interest on the indebtedness evidenced by the said note, at the times and in the manner herein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

Vertical stamp on the right margin, partially legible as '120'.

Vertical stamp on the right margin, partially legible as '4325-11-2'.