

MORTGAGE

FILED GREENVILLE CO S.C. 1983

THIS MORTGAGE is made this 27th day of October 1983 between the Mortgagor, RUBY L. HARMON (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 THIRTY SEVEN THOUSAND NINE HUNDRED AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 27, 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 November 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 certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 138 on a plat of BELLE MEADE, Section I, recorded in the R.M.C. Office for Greenville County in Plat Book EE at Pages 116 and 117, and having, according to a more recent survey prepared by Freeland and Associates, dated October 26, 1983, entitled, "Property of Ruby L. Harmon", the following metes and bounds, to-wit:

BEGINNING at a railroad spike at the joint front corner of Lots 139 and 138 and running thence S. 27-59 E. 175.0 feet to an iron pin; thence running with the line of Lot 135 S. 62-04 W. 69.0 feet to an iron pin; thence turning and running with the line of Lot 137, N. 28-18 W. 174.7 feet to an iron pin; thence running with Pine Creek Drive, N. 61-49 E. 70.0 feet to a railroad spike, the point of BEGINNING.

THIS is the same property conveyed to the Mortgagor herein by deed of John H. Priest, dated October 27, 1983 and recorded simultaneously herewith.

RECORDED IN THE PUBLIC RECORDS OF GREENVILLE COUNTY, SOUTH CAROLINA, ON OCTOBER 27, 1983, AT 15:18 PM.

which has the address of 711 Pine Creek Drive, Greenville, South Carolina 29605 (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.

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