

GREENVILLE CO. S. C.
NOV 11 1983
DONNIE
R.M.C. ASLEY

MORTGAGE

VOL 1634 PAGE 831

THIS MORTGAGE is made this 10th day of November 1983, between the Mortgagor, Kenneth L. Smith and Layne E. Bailey (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 Seventy-six Thousand Nine Hundred Fifty and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 10, 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 December 1, 2013;

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 No. 77 on plat of DEVENGER POINTE, SECTION NO. ONE, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 9-F, at page 59, reference to which is hereby made for a more complete description by metes and bounds.

This is the same property conveyed to the Mortgagors by Devenger Pointe Company, a South Carolina Partnership, by deed of even date, recorded herewith.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
NOV 11 1983
STAMP TAX \$ 30.80

which has the address of Lot 77 Atherton Way Greer, S. C. 29615 (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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