

MORTGAGE

Vol 1635 No 362

FILED
GREENVILLE, S.C.

THIS MORTGAGE is made this 16 day of November 1983, between the Mortgagor, R.L. Fogleman, Jr. and Deborah P. Fogleman, of the County of Greer, S.C. (herein "Borrower"), and the Mortgagee, Wachovia Mortgage Company, R.H.C., 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-FIVE THOUSAND AND NO/100 (\$75,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 16, 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, 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, parcel or lot of land lying in the State of South Carolina, County of Greenville, shown as Lot 309 on plat of Devenger Place, Section 14, recorded in Plat Book 9-F at Page 30, and having according to a more recent curvey made by Arbor Engineering dated October 25, 1983 entitled "Property of R.L. Fogleman, Jr. and Deborah P. Fogleman" recorded in the RMC Office for Greenville County, S.C. in Plat Book 10-C at Page 79 the following metes and bounds to-wit:

BEGINNING at an iron pin on the East side of Windward Court at the joint corner of Lots 309 and 310 and runs thence along the line of 310 S. 83-37 E. 170.02 feet to an iron pin; thence S. 0-01 W. 3.12 feet to an iron pin; thence S. 6-38 W. 96.85 feet to an iron pin; thence N. 83-37 W. 169.42 feet to an iron pin on the east side of Windward Court; thence along said Court N. 6-05 E. 99.97 feet to the beginning corner.

This being the same property conveyed to the mortgagors by deed of Foxfire Properties, Inc. of even date to be recorded herewith.

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101 WINDWARD COURT
LOT 309
DEVENGER PLACE
GREER, S.C. 29651
STAMP 230.00

101 Windward Court
which has the address of Lot 309 Windward Court, Devenger Place, Greer, S.C. 29651 (herein "Property Address");
(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 seized 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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