

GREENVILLE

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MORTGAGE

1844-371

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THIS MORTGAGE is made this 20th day of January 1984, between the Mortgagor, Charles E. Atwell, (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 Fifty-Six Thousand Nine Hundred and No/100 (\$56,900.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 20, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 1999.

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 County of Greenville, State of South Carolina, and being known and designated as Lot 5 and a portion of Lot 4, on a plat of property of Harriet H. Black and Mae Hill, prepared by Freeland & Associates, September 1, 1979, and which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 7-C, at Page 62, and according to a more recent survey prepared of said property by Freeland & Associates, January 17, 1984, and which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 10-G, at Page 89, having the following courses and distances, to-wit:

BEGINNING at a point on the edge of Singleton Circle, joint corner of property now or formerly belonging to R. D. Hill and running thence with the common line with said R. D. Hill, N. 88-11 E. 31 feet to an old iron pin; thence continuing with the common line with R. D. Hill, N. 55-24 E. 200 feet to a point in a creek; thence running with the center line of the creek as the line, the traverse being: S. 23-17 E. 42.5 feet, S. 40-28 E. 51.38 feet; thence running with the common line of property now or formerly belonging to Harriet H. Black and Mae Hill, S. 32-46 W. 150 feet to an old iron pin, joint rear corner with Lot 4; thence running with the common line with Lot 4, N. 71-01 W. 154.0 feet to an iron pin; thence running with the new common line with Lot 4, S. 71-41 W. 30.0 feet to a point on the edge of Singleton Circle; thence running with the edge of said Road, N. 10-57 E. 50 feet to a point on the edge of said Road, the point of Beginning.

The within property is the identical property conveyed to the Mortgagor herein by deed of Brown Enterprises of S.C., Inc., dated January 20, 1984, which said deed is being recorded simultaneously with the recording of the within instrument

ADDRESS OF MORTGAGEE: Post Office Box 3174
Winston-Salem, North Carolina 27102

which has the address of 9 Singleton Circle, Greenville, South Carolina 29611 (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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