

MORTGAGE

1638 088

THIS MORTGAGE is made this 12th day of April 1984 between the Mortgagor, RABINDER K. DEVASER and ANN M. DEVASER (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 Forty Thousand Eight Hundred Fifty and No/100 (\$40,850.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 12, 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 May 1, 2014.

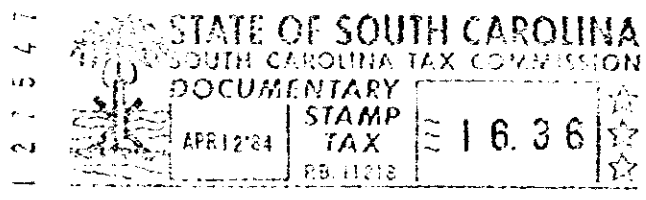
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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. 567 on plat of WESTWOOD, Sheet No. 1 of 2, Section 6, as recorded in the RMC Office for Greenville County in Plat Book 4X, Page 100 and also as shown on a more recent survey prepared by Freeland & Associates, dated March 29, 1984, entitled "Property of Rabinder K. Devaser and Ann M. Devaser" recorded in the RMC Office for Greenville County in Plat Book 102, Page 87, and having, according to the more recent survey, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southwestern side of Yellow Wood Drive, joint front corner of Lots 567 and 568 and running thence along the common line of said lots, S 20-20 W 235.67 feet to an iron pin in the center of a creek; thence turning and running along the centerline of said creek as the line, the traverse line being N 35-52 W 175.35 feet to an iron pin; thence turning and running along the common line of Lots 566 and 567, N 47-25 E 186.35 feet to an iron pin; thence turning and running along the southwestern side of Yellow Wood Drive as follows: S 44-03 E 62.1 feet to an iron pin; thence S 56-31 E 5.0 feet to an iron pin, the point of beginning.

Being the same property conveyed to the mortgagors herein by deed of Robert E. Dawes and Joyce T. Dawes, to be recorded of even date herewith.

The Rider to the Mortgage which is attached hereto and executed on the same day is hereby incorporated into the Mortgage. The Rider shall amend and supplement the covenants and agreements of this Mortgage as if the Rider was a part thereof.



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which has the address of 218 Yellow Wood Drive, Simpsonville, South Carolina 29681 (Street) (City) (State and Zip Code); (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.

