

FILED GREENVILLE S.C. JUN 15 10 02 AM '84

MORTGAGE

10-1557-701

THIS MORTGAGE is made this 14 day of June 1984, between the Mortgagor, KENNETH E. SOWELL (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").

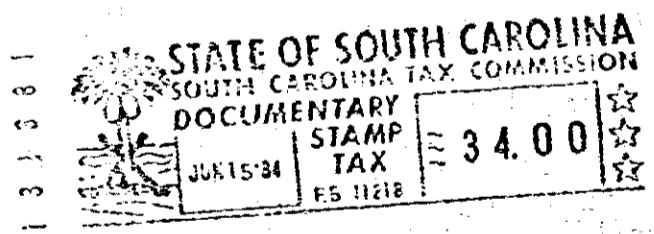
WHEREAS, Borrower is indebted to Lender in the principal sum of Eighty Five Thousand and 00/100 (\$85,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on

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:

being shown as Lot No. 6 containing 1.56 acres on a private road, Phillip's Trail, Greenville, S.C. on a plat prepared by Arbor Engineering entitled "Property Survey for Kenneth E. Sowell" dated April 5, 1984 and recorded in Plat Book 10 A at Page 58, being the property conveyed to the mortgagor by deed of Rick Fairbanks dated 1/18/80 and recorded in Deed Book 1119 at Page 229 in the office of the R.M.C. for Greenville County.

Such property is described as follows: BEGINNING at a point in the center of a private road c. 1200 feet from Phillips Trail and running N. 18-47 W. 173.26 feet; thence N. 24-59 E. 87.91 feet; thence N. 58-20 E. 33.92; thence S. 78-25 E. 314.81; thence S. 24-31 E. 73-70 feet; thence S. 30-48 W. 130.94; thence N. 66-29 W. 161.79; thence S. 58-05 W. 157.60 feet to the point of beginning.

Attached to this mortgage and incorporated by reference is a capped one year rider to the mortgage to secure debt executed herewith and recorded herewith.



which has the address of Phillip's Trail, Greenville, SC (City) (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 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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