

NOTICE: This Mortgage Secures
A VARIABLE/ADJUSTABLE INTEREST RATE NOTE

MORTGAGE

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THIS MORTGAGE is made this 22nd day of August
1984, between the Mortgagor, STEPHEN R. GARDNER
(herein "Borrower"), and the Mortgagee, VIACHOVIA MORTGAGE
COMPANY, a corporation organized and
existing under the laws of North Carolina, whose address is P. O. Box 3174,
Winston-Salem, North Carolina 27102 (herein "Lender").

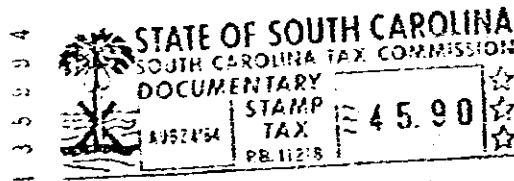
WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Fifty-Three Thousand
and No/100 (\$153,000.00) Dollars, which indebtedness is evidenced by Borrower's
note dated August 22, 1984 (herein "Note"), providing for monthly installments of principal and interest,
with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2014
; A copy of said Note is attached hereto as Exhibit A, being

incorporated fully herein for all purposes.
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, together with all improve-
ments thereon, situate, lying and being in the City of Greenville, County
of Greenville, State of South Carolina, on the Eastern side of Rockwood
Drive, and being known and designated as Lot No. 2 as shown on plat of
Section One, Meyers Park, dated September 27, 1976, prepared by C. O.
Riddle, RLS, and recorded in the RMC Office for Greenville County, S. C.
in Plat Book 5-P, at Page 53, and having, according to said plat, the
following metes and bounds:

BEGINNING at an iron pin on the Eastern side of Rockwood Drive, at the
joint front corner of Lots Nos. 1 and 2, and running thence with the
joint line of said lots, S. 32-31 E. 202.40 feet to an iron pin at the
joint rear corner of said lots; thence with the rear line of Lot No. 2,
S. 17-55 W. 146.77 feet to an iron pin at the joint rear corner of Lots
Nos. 2 and 3; thence with the joint line of said lots, N. 72-31 W. 138.43
feet to an iron pin on the Eastern side of Rockwood Drive; thence with
the Eastern side of Rockwood Drive, N. 12-29 E. 112.0 feet to the point
of beginning.

This is the identical property conveyed to the Mortgagor herein by deed
of William R. Fairbanks and Melissa F. Fairbanks, dated August 22, 1984,
and recorded in the RMC Office for Greenville County, S. C. in Deed
Book 1220, at Page 136, on August 24, 1984.



which has the address of 294 Rockwood Drive Greenville
[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 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.

700
1801

975

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