

MORTGAGE

THIS MORTGAGE is made this 31st day of January between the Mortgagor, **Joseph A. DeLuca and Peggy H. DeLuca**

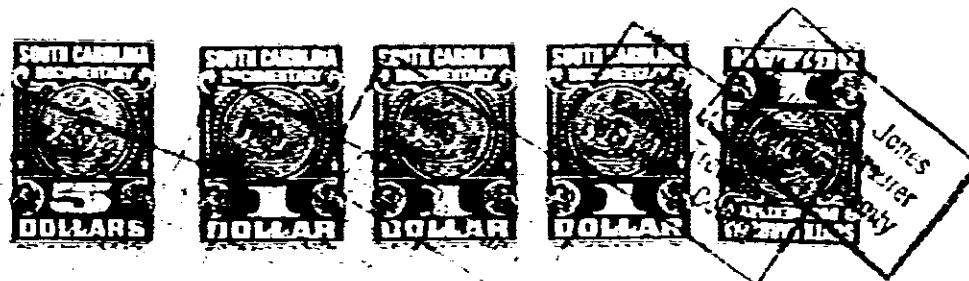
(herein "Borrower"), and the Mortgagee, **Wachovia Mortgage Company**, a corporation organized and existing under the laws of **North Carolina**, whose address is **P. O. Box 3174, Winston Salem, North Carolina** (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of **Twenty-Two Thousand Five Hundred and No/100-----Dollars**, which indebtedness is evidenced by Borrower's note of even date herewith (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, 2004**

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, with the improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 65 of a subdivision known as HEATHWOOD according to a plat thereof dated July, 1956, prepared by Dalton & Neves and recorded in the RMC Office for Greenville County in Plat Book KK at Page 35, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the northern side of Heathwood Circle at the corner of Lots Nos. 65 and 67, and running thence with the northern side of Heathwood Circle, S.69-17 E. 177.8 feet to an iron pin at the intersection of Heathwood Circle and Heathwood Drive; thence with the curvature of said intersection, the chord of which is N.60-18 E. 51 feet to an iron pin on the western side of Heathwood Drive; thence with the western side of Heathwood Drive, N.08-12 E. 61.9 feet to an iron pin at the corner of Lots Nos. 65 and 66; thence N.69-17 W. 196.4 feet to an iron pin in the line of Lot No. 67; thence with line of Lot No. 67, S.20-43 W. 100 feet to the point of beginning.



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 in the event 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 easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

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