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DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 27th day of January, 1976 between the Mortgagor, s, DAVID R. WAGNER and THOMAS M. CLARK (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association a corporation organized and existing under the laws of United States of America whose address is 1500 Hampton Street Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Five Thousand Five Hundred and No/100ths Dollars, which indebtedness is evidenced by Borrower's note dated January 27, 1976 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 1996.

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 known and designated as a portion of Lot No. 5 and a portion of Lot No. 6 of the James M. Edwards Property, by plat recorded in the RMC Office for Greenville County, South Carolina, in Plat Book "EE" at page 60, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Arundel Road, approximately 165.5 feet from the intersection of Arundel Road and Wade Hampton Boulevard and running thence along Arundel Road, S. 47-00 E., 139.5 feet to an iron pin; thence N. 43-00 E., 103.0 feet to an iron pin; thence N. 47-00 W., 139.5 feet to an iron pin; thence S. 43-00 W., 103.0 feet to an iron pin on the northeastern side of Arundel Road, the Point of Beginning.



which has the address of 1 Arundel Road, Taylors S. C. 29607 (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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