

# MORTGAGE

BOOK 1377 PAGE 961

THIS MORTGAGE is made this 17 day of September, 1976, between the Mortgagor, Donald E. Wavra and Helen L. Wavra (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 Fifteen Thousand Two Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 17, 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 September 1, 1991.

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 lot of land being shown as Lot 10 and part of Lot 11 on Plat of Property of H. C. Gibson, recorded in Plat Book X at page 73 (revised Plat X at page 44), and having the following metes and bounds:

Beginning at an iron pin on the eastern side of Oak View Drive at joint corner of Lots 10 and 11; thence S 21-23 W 70 feet; thence along a 10-foot drainage easement S 68-37 E 192.4 feet to an ironpin; thence N 37-56 E 88 feet to an iron pin; thence a new line, N 70-45 W 163.6 feet to an iron pin; thence still with new line, N 76-46 W 54.7 feet to the point of beginning.

Also: All that lot of land shown as a strip from the northern portion of Lot 9 as shown on plat recorded in Plat Book X at page 44, and having according to a more recent survey by Dalton & Neves, dated November 1957, the following metes and bounds:

Beginning at an ironpin on the eastern side of Oak View Drive at the northeastern corner of lot conveyed to B. Carroll LeGrand and running thence with line of said lot, S 68-64 E 188.7 feet to an iron pin; thence N 39-56 E 12.9 feet to pin at corner of property of Beatty; thence with Beatty line, N 68-37 W 192.4 feet to an iron pin on Oak View Drive; thence with the eastern side of Oak View Drive, S 21-23 W 10.5 feet to the beginning.

Being the same property conveyed to the mortgagors by deed of Grace J. Takacy and dated August 31, 1976, recorded herewith on September 17, 1976.

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which has the address of 29 Oak View Drive Greenville  
[Street] [City]  
S. C. [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.

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