

P.O. Box 937  
Greenville, S.C. 29602

GREENVILLE COUNTY  
7 2 3  
MORTGAGE REC 1399 REC 845

THIS MORTGAGE is made this 2nd day of June 1977, between the Mortgagor, James L. Wagner (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").

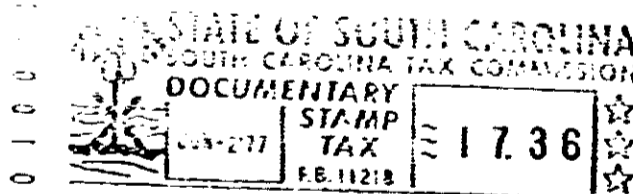
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-three Thousand Three Hundred Sixty and No/100----- Dollars, which indebtedness is evidenced by Borrower's note dated June 1977 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2007

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 situate, lying and being in the State of South Carolina, County of Greenville, being on the northeastern side of Nova Street near the City of Greenville, and known and designated as Lot 20 of Subdivision of Avondale Forest, Section #2, on plat recorded in the RMC Office for Greenville County in Plat Book BBB, at page 37, and having the following metes and bounds, to wit:

BEGINNING at a point on the northeastern side of Nova Street at the joint front corner of Lots 19 and 20 and running thence with the line of said lots, N. 48-44 E. 190 feet to a point at the joint rear corner of said Lots, thence S. 41-16 E. 90 feet to a point at the joint rear corner of Lots 20 and 21, thence with the joint line of said lots S. 48-44 W. 190 feet to a point on the northeast side of Nova Street, the joint front corner of Lots 20 and 21, thence with the northeastern side of Nova Street, N. 41-16 W. 90 feet to the point of beginning.

This is the same property conveyed to the mortgagor herein by deed of David G. Maddox and Carol H. Maddox to be recorded herewith.



which has the address of 9 Nova St. Taylors  
[Street] [City]  
S.C. 29687  
[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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