

FILED  
GREENVILLE CO. S. C.

1403 839

# MORTGAGE

SEP 1 2 19 1977

DONNIE S. TARKERLEY

THIS MORTGAGE was made this first day of September, 1977, between the Mortgagor, Jere M. Wagner and Marcelle F. Wagner (herein "Borrower"), and the Mortgagee, 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 Seventy Thousand Six Hundred and No/100-----(\$70,600.00)----- Dollars, which indebtedness is evidenced by Borrower's note dated September 1, 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 July 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 piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being near the City of Greenville, in the County of Greenville, State of South Carolina, being shown and designated as a portion of Lot No. 9 on Plat of Rollinggreen Real Estate Company which plat is recorded in the RMC Office for Greenville County, South Carolina in Plat Book XX, at Page 33, and having according to plat of Property of Jere M. Wagner and Marcelle F. Wagner the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Easterly side of Rollinggreen Circle, joint corner with Lot No. 8 and running thence along the line of Lot No. 8 N 67-00 E 300 feet to an iron pin; thence S 12-00 E 280 feet to an iron pin; thence N 79-22 W 319.05 feet to an iron pin on the Easterly side of Rollinggreen Circle; thence along Rollinggreen Circle on an angle the chord of which is N 12-00 W 100 feet to an iron pin, the point of beginning.

THIS is a portion of the property conveyed by C. H. Stevens, Trustee to Jere M. Wagner and Marcelle F. Wagner by deed dated March 1, 1974 and recorded in Deeds Vol. 994, Page 575.

which has the address of Route 2, Rollinggreen Circle Greenville,  
[Street] [City]  
South Carolina (herein "Property Address");  
[State and Zip Code]

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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