

FILED
GREENVILLE CO. S. C.
APR 25 10 46 AM '79
DONNIE S. TANKERSLEY
R.M.C.

K# 259797-9

MORTGAGE

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THIS MORTGAGE is made this 24th day of April, 1979, between the Mortgagor, David R. Wagner and Martha C. Wagner (herein "Borrower"), and the Mortgagee, The Kissell Company, a corporation organized and existing under the laws of Ohio, whose address is 30 Warder Street Springfield, Ohio 45501 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy-Four Thousand Five Hundred and No/100 (\$74,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 24, 1979 (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, 2009

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:

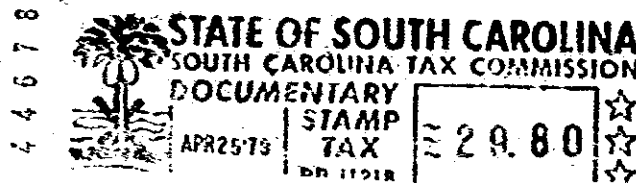
ALL that certain piece, parcel or lot of land with all improvements thereon situate, lying and being in the County of Greenville, State of South Carolina being shown and designated as Lot 29 on plat of Stratton Place, Sheet 2 of 2, as recorded in the R.M.C. Office for Greenville County in Plat Book 4-R at pages 36 and 37, and being more fully shown on plat entitled "Property of David R. Wagner and Martha C. Wagner" as prepared by Dalton & Neves Co., Engineers, as having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southeastern side of Whittington Drive, joint front corner of Lots 30 and 29 and running thence with said Drive, N. 25-55 E. 115.0 feet to an iron pin at the intersection of Whittington Drive and Bridgeton Drive; thence N. 73-27 E. 33.75 feet to an iron pin on the Southwestern side of Bridgeton Drive; thence with said Bridgeton Drive, S. 59-00 E. 133.5 feet to an iron pin, joint corner of Lots 29 and 28; thence with the common line of said Lots, S. 25-50 W. 134.8 feet to an iron pin, joint rear corner of Lots 29 and 30; thence with the line of Lot 30, N. 60-53 W. 158.3 feet to an iron pin on the Southeastern side of Whittington Drive, the point of beginning.

Subject to all easements, restrictions and rights-of-way of record, if any, affecting the above described property.

Being the identical property conveyed to the Mortgagors herein by deed of Thomas E. and Sara R. Snow, dated and recorded even date herewith in the R.M.C. Office for Greenville County in Deed Book 1101 at page 175.

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which has the address of 10 Whittington Drive Greenville, 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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