

MORTGAGE
(Construction—Permanent)

THIS MORTGAGE is made this 25th day of May, 1979, between the Mortgagor, Jere M. Wagner and Marcelle F. Wagner, (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the 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 Five Thousand and No/100 Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated May 25, 1979, (herein "Note"), providing for monthly installments of interest before the amortization commencement date and for monthly installments of principal and interest thereafter, with the balance of the indebtedness, if not sooner paid, due and payable on January 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, (b) the performance of the covenants and agreements of Borrower contained in a Construction Loan Agreement between Lender and Borrower dated May 25, 1979, (herein "Loan Agreement") as provided in paragraph 24 hereof, and (c) 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 those certain pieces, parcels or tracts of land, situate, lying and being in Butler, Township, Greenville County, South Carolina, being known and designated as Lot 10 and a portion of Lot 9 on a plat of Rollinggreen Real Estate Co. recorded in the RMC Office for Greenville County, South Carolina in Plat Book XX, Page 33, and having according to a plat entitled "property of Jere M. Wagner & Marcelle F. Wagner", made by W. R. Williams, Jr., Engr./Surveyor, May 22, 1979, the following metes and bounds, to-wit:

Beginning at a point on the eastern side of Rollinggreen Circle, being the joint front corner of Lot 9 and Lot 9-A, and running thence along the common line of said Lots N. 86-01 E. 215.5 feet to an iron pin; thence N. 61-05 E. 81.6 feet to an iron pin; thence N. 48-12 E. 62.1 feet to an iron pin; thence N. 73-52 E. 93.6 feet to an iron pin; thence running S. 26-13 E. 657.9 feet to an iron pin; thence running S. 66-10 W. 762 feet to an iron pin; thence running N. 34 W. 434 feet to an iron pin on the southeastern side of Rollinggreen Circle, said iron pin being 2,185 feet in a northerly direction from Muddy Ford Road; thence running along the eastern side of Rollinggreen Circle N. 39 E. 400 feet to an iron pin; thence N. 12 W. 101.7 feet to an iron pin; the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of C. H. Stevens, as Trustee, recorded in the RMC Office for Greenville County in Deed Book 994, at Page 575, less, however, that portion of Lot 9 conveyed to R. D. Sullivan and Carlisle G. Sullivan by Deed of Jere M. Wagner and Marcelle F. Wagner recorded in Deed Book 1083, Page 762.

Derivation:

which has the address of Route 2, Rollinggreen Circle, Lot 10 Greenville,
[Street] [City]
South Carolina 29607 (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.

0.963

4328 RV-2

CO
TO
C
M
2
0
7
5
C
C
S
O
C
I
E
T
Y