

COMMERCIAL MORTGAGE

THIS MORTGAGE is made this 20th day of July, 1984, between the Mortgagor, Jere M. Wagner and Joy F. Wagner

, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

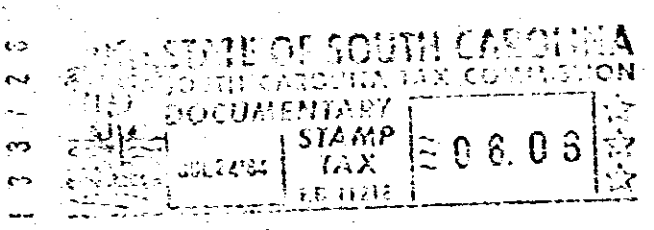
WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Thousand One Hundred Sixty Four and no/100 (\$20,164.00) Dollars, which indebtedness is evidenced by Borrower's note/agreement dated July 20, 1984, (herein "Note"), said principal sum being payable as set forth in said note with interest at the rate set forth therein, with the balance of the indebtedness, if not sooner paid, due and payable on January 15, 1985, subject to future advances or renewals.

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 situate, lying and being in the County of Greenville, State of South Carolina, being shown as Lot No. 57 on plat of Adams Mill Estates as recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4R at Page 31, and having according to said plat, the following courses and distances, to-wit:

BEGINNING at an iron pin on the edge of Whitestone Court, joint from corner of Lots Nos. 56 and 57 and running thence with the edge of Whitestone Court, S. 32-55W. 93 feet to an iron pin; thence still with said Court, S. 10-17 W. 10 feet to an iron pin, joint front corner of Lots Nos. 57 and 58; thence with the common line of said lots, S 57-54 E. 156.2 feet to an iron pin; thence N. 32-55 E. 100 feet to an iron pin, joint rear corner of Lots Nos. 56 and 57; thence with the common line of said lots, N. 57-05 W. 160 feet to an iron pin, the point of beginning.

The above described property is the same acquired by the Mortgagor by deed from the Secretary of Housing and Urban Development recorded of even date herewith.



which has the address of 3 Whitestone Court Mauldin, South Carolina,
(Street) (City)
29662 (herein "Property Address");
(State and Zip Code)

CHECK IF APPLICABLE: This is a second mortgage and is subject to the lien of a first mortgage executed by _____ to _____ of record in Mortgage Book _____ Page _____, in the Register's Office for _____ County, South Carolina.

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, including furniture, furnishings and equipment 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 seized 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.

