

## COMMERCIAL MORTGAGE

OCT 21 1984  
BANK OF AMERICA  
LEWIS

THIS MORTGAGE is made this 29th day of October, 1984, between the Mortgagor, 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").

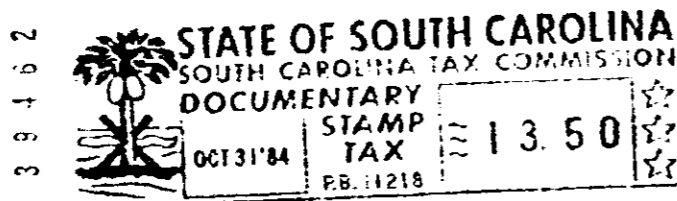
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Five Thousand and no/100 ----- (\$45,000.00) ----- Dollars, which indebtedness is evidenced by Borrower's note/agreement dated October 29, 1984, (herein "Note"), said principal sum being payable as set forth in said note with interest at the rate set forth therein, with the balance of the indebtedness, if not sooner paid, due and payable on April 29, 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 certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, and being shown and designated as Lot 175 on plat of Bellingham, Section 3, recorded in the RMC Office for Greenville County in Plat Book 4X on Page 89, and by a more recent plat of "Property of Ernest Dewitt Adams and Linda K. Dyer," prepared by Freeland and Associates on December 10, 1980 and recorded in the RMC Office for Greenville County in Plat Book 8-5 at Page 49, and having according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southerly side of Newgate Drive, joint front corner of Lots 175 and 176 and running thence with said common line S. 0-11 E. 147.33 feet to an iron pin on the rear line: thence turning and running along the rear line N. 89-00 W. 85.0 feet to an iron pin; thence turning and running along the common line of Lots 175 and 174 N. 3-47 E. 144.04 feet to an iron pin on Newgate Drive, thence running along Newgate Drive as follows: S. 89-25 E. 33.0 feet and N. 86-37 E. 42.0 feet to an iron pin, being the point of BEGINNING.

The above described property is the same acquired by the Mortgagor by deed recorded of even date herewith.



which has the address of 104 Newgate Drive, Simpsonville, South Carolina 29681

(Street) (City)  
(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.