

COMMERCIAL MORTGAGE

1001 663

MAR 30 12 29 PM '84

DOHNIE W. WERSLEY

THIS MORTGAGE is made this 29th day of March 1984, between the Mortgagor, DONALD F. WAGGONER

(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").

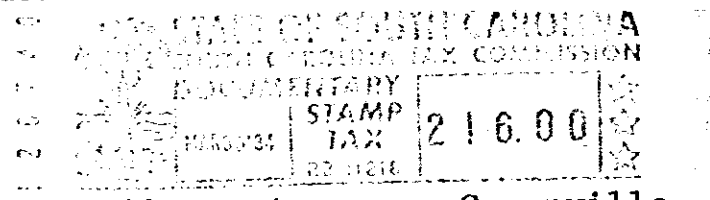
WHEREAS, Borrower is indebted to Lender in the principal sum of Five Hundred Forty Thousand and No/100 (\$540,000.00) Dollars, which indebtedness is evidenced by Borrower's note/agreement dated March 29, 1984, (herein "Note"), said principal sum being payable as set forth in said note with interest at the rate set forth therein, with the balance of the indebtedness, if not sooner paid, due and payable on March 29, 1999, 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 tract of land situate, lying and being in the State of South Carolina, County of Greenville, located at the northwest corner of the intersection of Galphin Drive and Hillrose Avenue as shown on plat prepared by Freeland & Associates, dated March 19, 1984, entitled "Fredricksburg Apts.-Survey for Donald F. Waggoner" recorded in the RMC Office for Greenville County in Plat Book 10-I, Page 76, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northwestern side of Galphin Drive, said pin being located 199.2 feet, more or less, from S.C. 291 By-Pass and running thence along the line of Exxon Corp. N 47-24 W 221.05 feet to an iron pin; thence turning and running along the line of Carrie T. Jackson property, N 31-02 E 270.30 feet to an iron pin on the southwestern side of Hillrose Avenue; thence turning and running along said Hillrose Avenue, S 60-24 E 245.29 feet to an iron pin at the northwest corner of the intersection of Hillrose Avenue and Galphin Drive; thence turning and running along the northwestern side of Galphin Drive, S 36-08 W 322.00 feet to an iron pin, the point of beginning.

Being the same property conveyed to the mortgagor herein by deed of W. Harold Stone and Mary M. Stone, to be recorded of even date herewith.



which has the address of Galphin Drive and Hillrose Avenue Greenville (Street) (City)

South Carolina (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 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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4328-RV-21