

FILED
GREENVILLE, S.C.

OCT 21 3 43 PM '83

BOOK 1622 PAGE 980

FILED
GREENVILLE, S.C.

MORTGAGE

OCT 21 3 43 PM '83

BOOK 1631 PAGE 967

AUG 25 3 15 PM '83

THIS MORTGAGE is made this 25th day of August 1983, between the Mortgagor, FRANK D. WAGNER AND JUDY A. WAGNER (herein "Borrower"), and the Mortgagee, ALLIANCE MORTGAGE COMPANY, a corporation organized and existing under the laws of Florida, whose address is P. O. Box 4130 Jacksonville, Florida 32231 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Eight Thousand Three Hundred and No/100 (\$108,300.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 25, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2013

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 lto of land situate, lying and being in the State of South Carolina, County of Greenville, known as Lot 128 on plat of PEBBLECREEK, PHASE I recorded in the RMC Office for Greenville County in Plat Book 5D, Page 3, and also as shown on survey by Freeland & Associates, dated August 19, 1983, entitled "Property of Frank D. Wagner & Judy A. Wagner", recorded in the RMC Office for Greenville County in Plat Book 9-2, Page 19, and having, according to the more recent survey, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Hoppin John Lane, joint front corner of Lots 128 and 129, and running with the common line of said Lots, S 75-29 W 168.1 feet to an iron pin; thence turning and running with the common line of Lots 127 and 128, N 18-41 E 204.75 feet to an iron pin on the western side of Hoppin John Lane; thence turning and running with said Hoppin John Lane, the chord of which is as follows: S 39-50 E 100.0 feet to an iron pin; thence S 23-47 E 82.0 feet to an iron pin, being the point of beginning.

This being the same property conveyed to the Mortgagor herein by deed of Henry P. & Martha B. Aldredge to be recorded of even date herewith.

This mortgage is re-recorded to reflect corrections made on Graduated Payment Rider # 2(A) and # 3.

RECORDED IN THE OFFICE OF THE COUNTY CLERK OF GREENVILLE COUNTY, SOUTH CAROLINA, ON OCTOBER 21, 1983, AT 3:43 PM. STAMP TAX \$43.30

which has the address of 6 Hoppin John Lane, Taylors, SC 29687 (herein "Property Address");

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.

0967

4328-RV-21