

FILED
GREENVILLE CO. S. C.
NOV 4 9 56 AM '83

MORTGAGE

010320593-8

THIS MORTGAGE is made this 24th day of October, 1983, between the Mortgagor, James L. Wagner and Patricia S. 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 \$7,081.84 (Seven Thousand Eighty One and 84/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 24, 1983, (herein "Note"), providing for monthly instalments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 31, 1988;

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, being on the northeastern side of Nova Street near the City of Greenville, and known and designated as Lot 20 of Subdivision of Avondale Forest, Section #2, on plat recorded in the RMC Office for Greenville County in Plat Book BBB, at page 37, and having the following metes and bounds, to wit:

BEGINNING at a point on the northeastern side of Nova Street at the joint front corner of Lots 19 and 20 and running thence with the line of said lots, N. 48-44 E. 190 feet to a point at the joint rear corner of said Lots, thence S. 41-16 E. 90 feet to a point at the joint rear corner of Lots 20 and 21, thence with the joint line of said lots S. 48-44 W. 190 feet to a point on the northeast side of Nova Street, the joint front corner of Lots 20 and 21, thence with the northeastern side of Nova Street, N. 41-16 W. 90 feet to the point of beginning.

This begin the same property conveyed to the mortgagor by deed dated and recorded June 2, 1977 in Deed Book 1057 at Page 903. An individual one-half interest was then conveyed by James L. Wagner to Patricia S. Wagner by deed dated and recorded June 2, 1977 in Deed Book 1057 at Page 904.

This is a second mortgage and is Junior in Lien to that mortgage executed by James L. Wagner which mortgage is recorded in RMC Office for Greenville County on June 2, 1977 in Book 1399 at Page 845.

which has the address of 9 Nova Street, Taylors, South Carolina 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.

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