

MORTGAGE

THIS MORTGAGE is made this 15th day of July 1977, between the Mortgagor, Craig A. Wagner and Cheryl M. Wagner (herein "Borrower"), and the Mortgagee, The Perpetual Building and Loan Association, a corporation organized and existing under the laws of South Carolina, whose address is P. O. Box 625, 214 O'Neal Street, Belton, S. C. 29627 (herein "Lender").

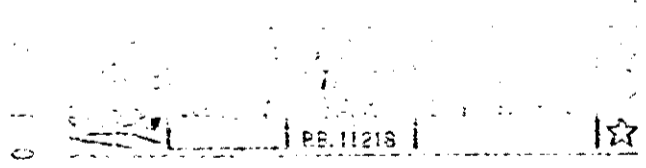
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-Two Thousand Seven Hundred Fifty and 00/100 (\$42,750.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 15, 1977 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 2002.

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 in Greenville County, State of South Carolina, containing two (2) acres, approximately one-half (1/2) mile from South Carolina State Highway number 247, running from Ware Place to Belton, and having according to a plat made by Charles F. Webb, R. L. S., entitled property of William Roy Martin, May 2, 1977, the following metes and bounds to-wit:

BEGINNING at an iron pin approximately one-half (1/2) mile east of Highway 247 the joint corner of this property and property now or formerly owned by Horton with the joint line of said properties N. 15-04 E. 549.3 ft. to an iron pin; thence with the joint line of this property and other property of the Grantor; thence 65-3 E. 160 ft. to an iron pin; thence still with such joint line S. 15-4 W. 549.3 ft. to an iron pin on the north side of Acker Road; thence with the north side of said lot N. 65-30 W. 160 ft. to an old iron pin, the point of beginning.

The above described property is the same conveyed to the Mortgagors by the Deed of William Roy Martin dated May 19, 1977 and recorded in the R. M. C. Office for Greenville County in Deed Book 1056, at Page 854 on May 19, 1977 and is a portion of that property conveyed to William Roy Martin by the Deed of Alleine G. Holliday dated June 4, 1971 and recorded the same date in Deed Book 917, at Page 216. The property is also a portion of that property owned by Edwin Holbert Acker, Sr. and willed by him to his widow, Agnes E. Acker for and during her lifetime and then to his children living at the time of her death. Agnes E. Acker subsequently married and died February 6, 1958 at which time the only children of Edwin Holbert Acker living were Alexander H. Acker, Thomas Bismark Acker, Orian B. Acker and Emma Acker Wise, Orian B. Acker died in 1958 leaving no widow or children having never married and the remaining heirs conveyed the property to Alleine G. Holliday by Deed recorded in Deed Book 606, at Page 325.



which has the address of Acker Road, Route 3, Belton, S. C. 29627 (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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