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MORTGAGE

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<u>14th</u> day of June THIS MORTGAGE is made this. 19 79, between the Mortgagor, Donald F. Waggoner , (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, 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").

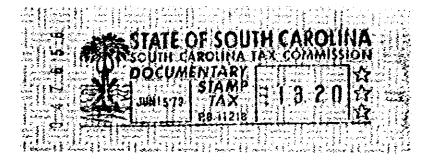
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-two Thousand Nine Hundred Seventy-five & 17/100--- Dollars, which indebtedness is evidenced by Borrower's note dated June 14, 1979 , (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on_ ..September.1,.;2001

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 ______ State of South Carolina: in the County of _

ALL that certain piece, parcel or lot of land situate, lying and being on the western side of Windemere Drive near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 39 as shown on plat map #2, Cherokee Forest, dated October, 1956, prepared by Dalton & Neves, Registered Surveyors, and havving, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Windemere Drive at the joint front corner of the premises herein described and Lot No. 40 and running thence with the line of Lot 40 N. 56-30 E. 175 feet to an iron pin at the joint rear corner of Lots 40, 63 and 64, thence with the line of Lot 64 S. 33-30 E. 100 feet to an iron pin at the joint rear corner of Lots 38, 64 and 65, thence with the line of Lot No. 38 S.56-30 W. 175 feet to an iron pin on the eastern side of Windemere Drive to the joint front corner of Lots 39 and 38; thence with the eastern side of Windemere Drive N. 33-30 W. 100 feet to the point of beginning.

This is the same property conveyed to the mortgagor by David A. Mills and Margaret G. Mills by deed of even date, recorded herewith.



21 Windemere Drive, Greenville which has the address of (City) (Street)

29607

(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.

SOUTH CAROLINA - 1 to 4 Family-6/75-FNMA/FHLMC UNIFORM INSTRUMENT (with amendment adding Para. 24)