

RECORDING OFFICE OF SOUTH CAROLINA
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JAN 12 1981

FILED
GREENVILLE CO. S. C.
JAN 12 12 03 PM '81
DONNIE S. TANKERSLEY
R.M.C.

BOOK 1529 PAGE 808

MORTGAGE (Construction)

THIS MORTGAGE is made this NINTH day of JANUARY, 1981, between the Mortgagor, Jere M. Wagner and Marcelle F. Wagner, (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-seven thousand six hundred and no/00 (\$47,600.00) Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated January 9, 1981, (herein "Note"), providing for monthly installments of interest, with the principal indebtedness, if not sooner paid, due and payable on July 1, 1982.

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, (b) the performance of the covenants and agreements of Borrower contained in a Construction Loan Agreement between Lender and Borrower dated January 9, 1981, (herein "Loan Agreement") as provided in paragraph 20 hereof, and (c) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 17 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, and being shown and designated as Lot 81 on the plat of Verdin Estates, recorded in the RMC Office for Greenville County in Plat Book 6H at page 47, and by a more recent plat of "Foundation Survey for Jere M. and Marcelle F. Wagner (Burns-Wagner Construction), prepared by Williams & Plumblee, Inc., Engineer/Surveyor, on January 7, 1981; and having, according to the more recent survey, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on Blakely Drive and running thence with the joint line of Lots 80 and 81, N. 81-20 W. 143.3 feet to an old iron pin at the rear line; thence turning and running N. 11-58 E. 99.5 feet to an old iron pin; thence continuing N. 36-03 E. 40.0 feet to an old iron pin; thence turning and running with the joint line of Lots 81 and 82 S. 61-55 E. 148.4 feet to an iron pin on Blakely Drive; thence running with the chord of Blakely Drive S. 22-21 W. 88.0 feet, to the point of beginning.

This is the identical property conveyed to the mortgagors by deed of Juster Enterprises, Inc., recorded in Deed Book 1136 at page 659 on November 3, 1980, in the RMC Office for Greenville County.

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Derivation:

which has the address of 115 Blakely Drive Mauldin, SC,
[Street] [City]
29662 (herein "Property Address");
[State and Zip Code]

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, all fixtures now or hereafter attached to the property, and all appliances, building materials, and other moveables placed in or upon the property if the same were paid for, or were intended to be paid for, from the proceeds of this loan, 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 are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seized 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 demand, 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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