

GREENVILLE S.C.  
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# MORTGAGE

THIS MORTGAGE is made this 6th day of January, 1982, between the Mortgagor, Russell A. Wagner and Pamela R. Wagner (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina, (herein "Lender").

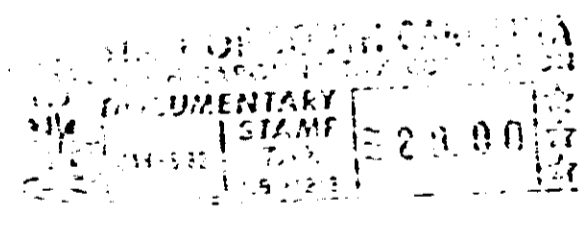
WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy thousand and no/100 (70,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 6, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2012

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 County of Greenville, State of South Carolina, on the Northern side of Sweetwater Road, being shown and designated as Lot No. 437 on plat of Sugar Creek, Map Three, Section Two, dated February 5, 1980, prepared by C. O. Riddle, Surveyor, and recorded in the RMC Office for Greenville County, S. C. in Plat Book 7X, at Page 2, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Northern side of Sweetwater Road at the joint front corner of Lots Nos. 438 and 437 and running thence with the joint line of said lots, N. 18-36-41 W. 174.07 feet to an iron pin in the line of Lot No. 434 at the joint rear corner of Lots Nos. 433 and 437; thence with the line of Lot No. 434, N. 82-35-57 E. 125 feet to an iron pin at the joint rear corner of Lots Nos. 437 and 436; thence with the joint line of said lots, S. 7-37-51 E. 161.55 feet to an iron pin on the Northern side of Sweetwater Road, the joint front corner of Lots Nos. 436 and 437; thence with the Northern side of Sweetwater Road, S. 76-52-45 W. 92.27 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Cothran & Darby Builders, Inc., dated January 6, 1982, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1160, at Page 664, on January 6, 1982.



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which has the address of Lot 437, Sugar Creek S/D, Greer, South Carolina 29651 (herein "Property Address");  
(Street) (City) (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, 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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