

GREENVILLE AUG 17 1983

MORTGAGE

THIS MORTGAGE IS BEING RE-RECORDED TO CORRECT INTEREST RATE AND P & I PAYMENT ON RIDER. THIS MORTGAGE is made this 29th day of June 1983 between the Mortgagor, ROBERT S. WAGNER AND MARIAN E. WAGNER (herein "Borrower"), and the Mortgagee, ALLIANCE MORTGAGE COMPANY (herein "Lender"), a corporation organized and existing under the laws of the State of Florida whose address is P.O. Box 4130, Jacksonville, Florida (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty Six Thousand Nine Hundred Fifty and No/100 (\$66,950.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 29, 1983 (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, 2013.

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 lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 71 as shown on a plat of Knollwood Heights, Section 5, Map No. 1, recorded in the R.M.C. Office for Greenville County in Plat Book 4-R, Page 91 and having, according to a more recent survey prepared by Freeland and Associates dated June 28, 1983, entitled "Property of Robert S. Wagner and Marian E. Wagner", the following metes and bounds, to-wit:

BEGINNING at an iron pin on Brockman Drive at the joint front corner of Lots 71 and 72 and running thence with the joint line of said lots S. 2-10-28 E., 160 feet to an iron pin at the joint rear corner of said lots; thence along the rear line of Lot 71 S. 87-49-32 E., 125 feet to an iron pin at the joint rear corner of Lots 70 and 71; thence with the joint line of said lots N. 2-10-28 W., 160 feet to an iron pin on Brockman Drive; thence with Brockman Drive N. 87-49-32 E., 125 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of Patricia G. McLaurin recorded simultaneously herewith.

which has the address of 105 Brockman Drive Mauldin South Carolina (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 seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unincumbered, 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.