

SEP 23 11 25 AM '78

JOHN W. G. TANKERSLEY
R.M.C.

MORTGAGE

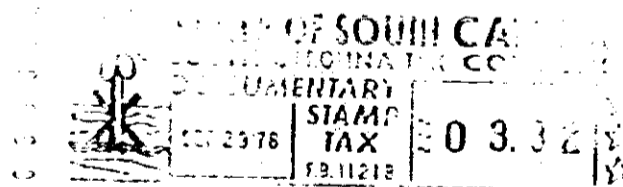
THIS MORTGAGE is made this 22nd day of September 1978, between the Mortgagor, Gary R. Waggoner and Donna R. Waggoner (herein "Borrower"), and the Mortgagee, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eight thousand two hundred fifty and No/100ths (\$8,250.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 22, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1st, 2008.

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: on the northeastern side of Browning Drive, being in Butler Township, shown and designated as Lot No. 28 on Plat of Boiling Springs Estates, dated July 1961, recorded in Plat Book YY at Pages 14 and 15 and described more particularly, according to said plat, to-wit:

BEGINNING at a point on the northeastern side of Browning Drive at the joint front corner of Lots 27 and 28 and running thence along said Drive N. 45-22 W. 100.0 feet to a point; thence N. 67-33 W. 100.0 feet to a point at the joint front corner of lots 28 and 29; thence along the common line of said lots N. 11-30 E. 450.3 feet to Brushy Creek, the center line of which is the property line; thence along the center line of said creek the following courses and distances: N. 58-45 E. 73.0 feet to a point, N. 84-18 E. 97.0 feet to a point, S. 47-30 E. 122.3 feet to a point, S. 75-18 E. 61.6 feet to a point, S. 37-13 E. 110.8 feet to a point, S. 21-32 E. 174.7 feet to a point at the joint rear corner of Lots 27 and 28; thence leaving said Branch and running along the common line of said Lots S. 55-50 W. 443.4 feet to the point of beginning.

DERIVATION: Deed of Harry A. Leathers and Bobbie N. Leathers, recorded the 29th day of September, 1978, in Deed Book 1088 at Page 855.



which has the address of Browning Drive, Boiling Springs Estates, Greenville, S. C.

(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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