

FILED
GREENVILLE CO. S. C.

MAY 21 4 10 PM '79

MORTGAGE

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DONNIE S. TANKERSLEY
R.M.C.

THIS MORTGAGE is made this 18 day of May 1979, between the Mortgagor, ROBERT E. NICHOLS, JR. AND CATHLEEN ANN NICHOLS (herein "Borrower"), and the Mortgagee, UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF FOUNTAIN INN, a corporation organized and existing under the laws of the United States of America, whose address is 201 Trade Street, Fountain Inn, S. C. 29644 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY SEVEN THOUSAND ONE HUNDRED SEVENTY FIVE AND 75/100 \$37,175.00 and running along joint line with Lot 59 S. 66-29 E. 162.7 feet to an iron pin on the western edge of Wemberly Drive, joint front corner with Lot 59, thence along Wemberly Drive, S. 21-28 W. 120 feet to an iron pin the point of beginning.

This is the identical property conveyed to the Mortgagor herein by deed of James A. Griffith to be recorded of even date herewith.

PAID IN FULL
November 20 1979

17458

Yarborough & Allen

NOV 26 1979

LE M. M. B. Herd
WITNESS
WITNESS

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP TAX \$14.58

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which has the address of Lot 58, Wemberly Drive, Wemberly Way Subdivision, Simpsonville South Carolina 29681 (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 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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