## **MORTGAGE**

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MERSLEY THIS MORTGAGE is made this....-30tb--....day of .....JULY 19.80 , between the Mortgagor, ROBERT T. CAGLE AND CAROLYN V. CAGLE .(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 FIFTY-SIX THOUSAND FIVE HUNDRED AND 00/100----- Dollars, which indebtedness is evidenced by Borrower's note dated. JULY 30, 1980 ...... (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on ... AUGUST 1, 2010.

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....., 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, being known as Lot no. 70 on plat of Wemberly Way Subdivision, recorded in Plat Book 7C at page 39 and also whosn on a more recent plat of property of "Robert T. Cagle and Carolyn V. Cagle" dated July 14, 1980, prepared by J. L. Montgomery, III, RLS, recorded in Plat Book 8-C at page 77, and having, according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Wemberly Drive, joint front corner of lots 69 and 70 and running thence S. 43-48 E., 94.9 feet to an iron pin; thence turning and running along the rear line of lot 70, S. 19-53 W., 165.0 feet to an iron pin; thence turning and running with the line of Westminister Street, N. 73-07 W., 87.2 feet to an iron pin; thence with the curve of Westminister Street, N. 25-55 W., 31.2 feet to an iron pin on Wemberly Drive; thence with said Wemberly Drive, N. 21-28 E., 105 feet to a point in driveway; thence still with said Werberly Drive, N. 34-06 E., 87.75 feet to an iron pin, being the point of beginning.

This is the same property conveyed to the mortgagors by deed of James A. Griffith, to be recorded of even date herewith.

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which has the address of ......111. Kemberly . Drive ....

Simpsonville, SC. 29681...(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 casements, 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.

SOUTH CAROLINA-1 to 4 Family-6: 75-FNMA/FHLMC UNIFORM INSTRUMENT

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