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GREENVILLE CO. S. C.  
MAY 21 4 10 PM '79  
DONNIE S. TANKERSLEY  
R.M.C.

MORTGAGE

VCL 1467 PAGE 133

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").

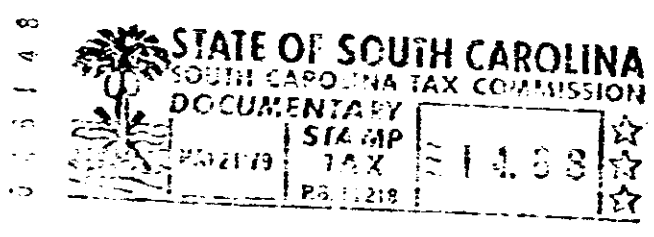
WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY SEVEN THOUSAND ONE HUNDRED SEVENTEEN AND 76/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 18, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2009

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, with all improvements thereon, situate, lying and being in the County of Greenville, Town of Simpsonville, State of South Carolina, on Wemberly Drive, Wemberly Way Subdivision, and being known as Lot No. 58, on Plat of property of Wemberly Way Subdivision, to be recorded in the R.M.C. Office for Greenville County and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Wemberly Drive, joint front corner with Lot 57 and running thence along line with Lot 57, N. 68-15 W. 162.6 feet to an iron pin; thence turning and running N. 21-27 E. 125 feet to an iron pin; thence turning 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.



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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 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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