

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, *H. M. Capps*, of *Greenville, S. C.*

SEND GREETING:

WHEREAS, *I*, the said *H. M. Capps*

in and by *my* certain *promissory* note in writing, of even date with these presents, *am* well and truly indebted to

*V. M. Bobb*

in the full and just sum of *Two Thousand (\$2,000.00)* Dollars, to be paid *One year from date*

SATISFIED AND CANCELLED OF RECORD  
3 DAY  
April 19 58  
Ollie Sansworth  
S. C. FOR GREENVILLE COUNTY, S. C.  
AT 11:57 O'CLOCK A. M. NO. 7794

with interest thereon, from *date* computed and paid *semi-annually*

until paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage, said note further providing for an attorney's fee of

*Ten (10%) per cent*

besides all costs and expenses of collection, to be added to the amount due on the said note, to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney or by legal proceedings of any kind (all of which is set forth in and by the said note, reference being thereunto had, as will more fully appear.

NOW, KNOW ALL MEN, That *I* the said *H. M. Capps*

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said

*V. M. Bobb*

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to the said *H. M. Capps*

in hand well and truly paid by the said *V. M. Bobb*

at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said *V. M. Bobb* and his heirs assigns

forever the following described real estate:  
"All those two tracts or lots of land in Greenville Township, Greenville County, State of South Carolina about 2 1/2 miles north of the City of Greenville, in Sans Souci, being known and designated as lots 11 and 12 of Sans Souci Survey as shown by Plat recorded in Plat Book 6, at Page 29, S. M. C. Office for Greenville County, and having the following metes and bounds, to-wit:

"Lot #11: Beginning at a point on the East side of Perry Road, 200 feet from the intersection of Perry Road and Lee Road and thence S. 42-20 E. 157.5 feet to a pin on a 10-foot alley; thence with said alley N. 42-40 East 50 feet to a pin; thence N. 42-20 E. 157.5 feet to a pin on Perry Road; thence with said Perry Road, S. 42-40 N. 50 feet to the beginning.

"Lot #12: Beginning at a stake on Furman or Perry Road, corner of lot #11 and running thence with line of lot #11 S. 42-20 E. 157.5 feet to a stake on an alley; thence with said alley, S. 42-40 N. 50 feet to a stake, corner of lot #13; thence with line of lot #13, N. 42-20 E. 157.5 feet to a stake on Perry Road; thence with said Perry Road, N. 42-40 E. 50 feet to the beginning corner.

These being the identical lots conveyed to H. M. Capps by deed of B. F. West, dated July 14, 1924, recorded in the S. M. C. Office for Greenville County, in Vol. 102, Page 195.

There being located thereon a stone dwelling house and several out-buildings. It is understood that the mortgagor herein is to keep the premises above described insured from loss by fire or storm in a company satisfactory to the mortgagee in the sum hereinafter provided and to assign the said insurance to the mortgagee or his heirs or assigns and upon the mortgagor's failure to do so this mortgage and the note which it secures is to become immediately due and payable.

It is further understood and agreed by the mortgagor herein that all sums of money borrowed on this mortgage and the note which it secures which are not expended in the payment of the costs of this loan and mortgage debt to David M. Ramsey, Co. S. J. claim and taxes due on certain properties owned by the said H. M. Capps, shall be held in trust by the attorney

State of South Carolina, County of Greenville. Any value received, this mortgage and the note which it secures are hereby transferred, set over and assigned unto V. M. Bobb as additional security for a note and mortgage of even date. Ethel C. Capps # 9388  
Assignment Recorded June 28, 1940 at 11:38 A. M.  
Witness: Bruce Owen Dorothy Stephens

in this mortgage and the mortgage hereby secured shall become immediately due and payable. It is further understood that a mortgage heretofore executed with the promise above described to David M. Ramsey shall be assigned as additional collateral to this mortgage and the note which it secures.