

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA, }

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, S. L. Capell, of Greenville County, South Carolina

SEND GREETINGS:

WHEREAS I the said S. L. Capell

in and by my certain promissory note, in writing, of even date with these presents, am well and truly indebted to FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., in the full and just sum of SIX HUNDRED & NO/100

(\$ 600.00 ) Dollars,

with interest at the rate of six (6%) per centum per annum, to be repaid in installments of TWELVE & NO/100

(\$ 12.00 ) Dollars upon the first day of each and every calendar month hereafter until the full principal sum, with interest, has been paid; said monthly payments shall be applied first to the payment of interest, computed monthly on the unpaid balance, and then to the payment of principal; said note further providing that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty (30) days, or failure to comply with any of the By-Laws of said Association, or any of the stipulations of this mortgage, the whole amount due under said note shall, at the option of the holder thereof, become immediately due and payable, who may sue thereon and foreclose this mortgage; said note further providing for a reasonable attorney's fee, besides all costs and expenses of collection, to be added to the amount due on said note, and 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.

NOW, KNOW ALL MEN, That I the said S. L. Capell

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., according to the terms of said note, and also in consideration of the further sum of Three Dollars to me

the said S. L. Capell

in hand well and truly paid by the said FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., 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 FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., the following described property, to-wit:

"All that certain piece, parcel or lot of land, with all improvements thereon, or to be constructed thereon, situated lying and being in the State of South Carolina, County of Greenville,

in Butler Township, about 1/2 mile East of Greenville Court House, on the north side of Lowndes Hill Road, and having the following metes and bounds, to-wit:

Beginning at a stake on the north side of Lowndes Hill Road, corner of land now, or formerly owned by Arch Jamison, and running thence N. 16 W. 548 feet to center of C. & W. C. Railway; thence along said C. & W. C. Railway, N. 70-30 W. 119.5 feet to a stake; thence S. 16 E. 597 feet to Lowndes Hill Road; thence with the northern side of Lowndes Hill Road, 79 E. 100 feet to the beginning corner.

ALSO:

All that other tract of land in Butler Township, Greenville County, State of South Carolina, on the Woods Crossing Road and immediately adjoining the first described tract, with all improvements thereon, or to be constructed thereon, and being more fully described as follows:

Beginning at an iron pin on Woods Crossing Road at the western corner of lot above described, and running thence N. 13 W. 589 feet to an iron pin on property of C. & W. C. Railway; thence N. 70-25 W. 42 feet to an iron pin; thence S. 13 E. 608.6 feet to an iron pin on Woods Crossing Road; thence N. 81-40 E. 35 feet to the beginning corner; being the same property conveyed to S. L. Capell by Mrs. Annie Wood Lawton by deed dated March 3, 1936, and recorded in the R. M. C. Office for Greenville County in Book of Deeds "180" at Page 480.

Both of the above described lots are subject to the right-of-way of the C. & W. C. Railway in the rear of said lots.

*Handwritten notes:*  
Paid and settled in full  
13th day of 1940  
Loan Avin.  
Fidelity Federal Savings & Loan Assn.  
Woods Crossing Road  
# 16008