

MORTGAGE OF REAL ESTATE—G.R.E.M. 5

42161 PRODUCE—JANARD CO.—GREENVILLE

STATE OF SOUTH CAROLINA,
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, ~~we~~ We, Ethel C. Capps and W. M. Capps

are ~~well~~ well and truly indebted to

V. M. Babb

in the full and just sum of Nine Hundred and No/100 (\$900.00)

Dollars, in and by ~~us~~ ^{our} certain promissory note in writing, of even date herewith, due and payable ~~on the~~ ^{on the}

One (1) year from date

*For Assignment & Satisfaction See C. E. M.
Book 743 Page 62*

*3rd April 1958
Ollie Lainsworth
S. C. FOR GREENVILLE COUNTY, S. C.
1154*

with interest from
date at the rate of seven (7%) per centum per annum until paid; interest to be computed and paid semi-
annually, and if unpaid when due to bear interest at same rate as principal until paid, and ~~we~~ ^{we} have further promised and agreed to pay ten per cent. of the whole
amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW KNOW ALL MEN, That ~~we~~ ^{we} the said Ethel C. Capps and W. M. Capps

in consideration of the said debt and sum of money
aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars,
to ~~us~~ ^{us} in hand well and truly paid at and before the sealing and delivery 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. Babb, his heirs and assigns forever: all those two tracts or lots

~~of land in Greenville~~ of land in Greenville Township, Greenville County, State of South Carolina.

about $2\frac{1}{2}$ miles North of the City of Greenville, in Sans Souci, being known and designated as Lot 11
and 12 of Sans Souci Annex as shown by plat recorded in Plat Book "C" at Page 29, R. M. C. Office
for Greenville County and having the following metes and bounds, to-wit:

Lot No. 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 South $42-20$ East 157.5 feet to a pin on a 10 foot alley;
thence with said alley North $42-40$ East 50 feet to a pin; thence North $42-20$ West 157.5 feet to a
pin on Perry Road; thence with said Perry Road South 42.40 West 50 feet to the beginning.

Lot No. 12: BEGINNING at a stake on Furman or Perry Road corner of Lot No. 11 and running thence
with line of Lot No. 11 South $42-20$ East 157.5 feet to a stake on an alley; thence with said alley
South $42-40$ West 50 feet to a stake corner of Lot No. 13; thence with line of Lot No. 13, North
 $42-20$ East 157.5 feet to a stake on Perry Road; thence with said Perry Road North $42-40$ East 50
feet to the beginning corner.

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

There being located thereon a stone dwelling house and several outbuildings.

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 so do 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 the payment of a judgment against W. M. Capps now held by J. A. Boling and the payment of
taxes on the said property which are now due and payable and an insurance premium for the amount set
out in said mortgage and the balance thereof to be expended in accordance with an order signed by
Ethel C. Capps and W. M. Capps of even date.

It is further understood and agreed that the mortgage heretofore executed to V. M. Babb recorded
in Vol. 256, Page 163, R. M. C. Office for Greenville County and the mortgage executed to David M.
Ramsey shall be assigned as additional security to this mortgage and the note which it secures.

In further consideration of the loan made, the mortgagors agree to pay all taxes now due and owing
upon the premises herein described and to keep all taxes paid hereafter as they shall fall due and
upon their failure to do either, then this mortgage and the note which it secures shall become
immediately due.