

MORTGAGE OF REAL ESTATE—Offices of PYLE & PYLE, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

BOOK 963 PAGE 1

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JUL 21 11 12 AM 1964

WHEREAS, We, Charles H. Capps and Joyce A. Capps,

(hereinafter referred to as Mortgagor) is well and truly indebted unto G. P. Peterson

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Fourteen Thousand, Three Hundred Seventy-two and 86/100 - -

Dollars (\$14,372.86) due and payable

One Hundred (\$100.00) Dollars per month, beginning August 1, 1964, and a like amount each month thereafter until paid in full, payments to apply first to interest and balance to principal; mortgagors reserving the right of anticipating the entire balance or any part thereof at any time without penalty,

with interest thereon from date at the rate of six per centum per annum, to be paid monthly

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Bates Township, on the eastern edge of U.S. Highway No. 276 (Travelers Rest-Caesar's Head Road), being shown and designated as Lots Nos. 64 and 65 on a plat of the property of the "Nannie K. Hunt Estate," plat made by H. L. Dunahoo, Surveyor, dated Nov. 15 & 16, 1951, and recorded in Plat Book AA, Page 134, R.M.C. Office for Greenville County, and having, according to said plat, the following courses and distances, to-wit:

BEGINNING at a point on the eastern edge of said U.S. Highway No. 276, joint corner of Lots 65 and 66 on said plat, and running thence N. 64-40 E., 200 feet to a point, joint corner of Lots 65, 66 and 70; thence N. 29-30 W., 200 feet to a point on the southern edge of a drive leading to a house; thence along the southern edge of said drive, S. 64-40 W., 200 feet to a point on the eastern edge of said U.S. Highway No. 276; thence along the eastern edge of said U.S. Highway No. 276, S. 29-30 E., 200 feet to the beginning corner.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 24 PAGE 126

SATISFIED AND CANCELLED OF RECORD
20 DAY OF June 1964
Bennie S. [Signature]
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 11:56 O'CLOCK 2 P.M. NO. 32569