

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

GREENVILLE CO. S. C.  
SEP 6 4 48 PM 1968

BOOK 1102 PAGE 327

MORTGAGE OF REAL ESTATE

OLLIE EARNSWORTH  
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JOE M. TIMMONS and EVA DORIS H. TIMMONS

(hereinafter referred to as Mortgagor) is well and truly indebted unto MAYS L. CAPPS and MADGE S. CAPPS

(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 Two Thousand Nine Hundred Fifty and no/100-----

-----Dollars (\$2,950.00) due and payable \$50.00 on the 6th day of October, 1968, and \$50.00 on the 6th day of each and every month thereafter until the entire amount has been paid. Payment to be first applied to the interest and then to the principal.

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, Cleveland Township, and being a portion of Lots 9 and 10 and all of Lot No. 11, as shown on a plat of the property of Albert Taylor, recorded in the RMC Office for Greenville County in Plat Book FF, at Page 363, and having the following metes and bounds, to-wit:

BEGINNING at a point on the northerly side of an unnamed street at the joint front corner of Lots No. 5 and 9 and running thence with the common line of said lots N. 60-40 E., 145 feet to a point; thence a new line through Lots No. 9 and 10, S. 22-0 E., 201.6 feet to an iron pin in the line of Lot No. 11; thence N. 60-40 E., 108 feet to a point on the western bank of Middle Saluda River; thence N. 60-40 E., 15 feet, more or less, to a point in the center of said River; thence with the center of said River, the traverse of which is S. 15-40 E., 100 feet, more or less, to a point in the center of said River; thence S. 60-40 W., 15 feet, more or less, to a point on the western bank of said River; thence, S. 60-40 W., 200 feet to a point on the northeasterly side of said unnamed street, thence with said Street, N. 29-20 W., 300 feet to the point of beginning; and being the same property conveyed by M. T. Clark and Nellie M. Clark to Mays L. Capps and Madge S. Capps by deed dated December 30, 1964, and recorded in the RMC Office for Greenville County, in Deed Book 767, at Page 177.

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 44 PAGE 126

SATISFIED AND CANCELLED OF RECORD

DAY OF 15 1968

Bessie S. Tankersley  
R. M. C. FOR GREENVILLE COUNTY S. C.

AT 11.45 O'CLOCK 10.15 A.M.