

WHEREAS, I, GARY CAPPS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto TERESA 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
Nineteen Thousand and no/100-----Dollars (\$ 19,000.00) due and payable

in monthly payments of \$136.13 per month, commencing on March 1, 1972, and the first of each and every month thereafter for a period of twenty (20) years, or until paid in full; each monthly payment to be applied first to interest, balance to principal;

with interest thereon from date at the rate of Six (6) 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

ALL those certain pieces, parcels, or lots of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in Greenville County, State of South Carolina, known and designated as Lots Nos. 10, 11, 12, 38, 39, 40, 41, and 42, of a plat of SANS SOUCI ANNEX, made for Traxler Real Estate Company, and recorded on July 3, 1912, in the R.M.C. Office for Greenville County, South Carolina, in Plat Book C, at Page 29, and having such metes and bounds as shown thereon.

ALSO, all that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in Greenville County, State of South Carolina, being known and designated as the rear portion of Lots 14 and 15 of SANS SOUCI ANNEX, plat of which Subdivision is recorded in Plat Book C, at Page 29, of the R.M.C. Office for Greenville County, South Carolina, and being described as follows:

BEGINNING at an iron pin on the northern side of Lee Street, which iron pin is 100 feet East of an iron pin on the northeast corner of Lee Street and Perry Road, and running thence S. 47-20 E. 57 feet, more or less, to a stake on a ten (10) foot alley; running thence with the line of said alley N. 42-11 E. 100 feet to the joint rear corner of Lots 13 and 14; running thence with the line of said lots N. 47-20 W. 57 feet, more or less, to an iron pin; thence S. 42-11 W. 100 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.