

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S.C.

MORTGAGE OF REAL ESTATE

1205 325

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Robert W. Dolan, Jr.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Theresa 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

-----Twenty-Two Hundred Fifty & No/100-----Dollars (\$ 2250.00) due and payable

in sixty (60) consecutive monthly payments in the amount of \$45.63, eight (8) per cent interest, with first payment to be made May 1, 1974 & final payment to be made April 1st, 1979; and/or five (5) years to be paid in full

with interest thereon from date at the rate of 8 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, being in Saluda Township, lying on the Northeastern side of a county road, often referred to as Mush Creek Road, which leads from Johnson's Store to Maridell School and having the following metes & bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Mush Creek Road at the corner of property of William M. Thompson and running thence N 12 E 305 feet to the iron pin; thence N 70 W 234.7 feet to an iron pin; thence S 30-38 W 285 feet to an iron pin in the center of Mush Creek Road; thence following the center of Mush Creek Road S 59-22 E 190 feet to an iron pin; thence S 76 E to a point in the center of said road at the beginning corner.

This being that same property conveyed to W. M. Capps by Deed of Lynell Peterson on September 30, 1960, being recorded in the RMC Office of County & State aforesaid, in Book 664, Page 44.

ALSO, this being that property conveyed to Grantor by WILL of W. M. Capps; said WILL having been recorded in the PROBATE COURT OFFICE, County & State aforesaid. For further information see said records.



Together with all and singular rights, members, herditaments, 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.

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