

STATE OF SOUTH CAROLINA }  
 COUNTY OF GREENVILLE }

1975 9 25 1975  
 GREENVILLE S.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, William C. Bailey and Lydia B. Bailey

hereinafter referred to as Mortgagor is well and truly indebted unto Gary L. Capps, his heirs and assigns forever,

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

Seven Thousand Three Hundred and No/100 -----Dollars (\$7,300.00) due and payable

in equal monthly installments of \$103.21 to begin August 1, 1975, and on the same date of each successive month thereafter until paid in full

with interest thereon from to date at the rate of 8% per centum per annum, to be paid.

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, located near Pairs, S. C., and in Piedmont Park Community about three miles East from City of Greenville, and about 300 feet south from Piedmont Avenue, Chick Springs Township, and having the following courses and distances, to-wit:

BEGINNING at an iron pin at the northwest corner of the L. H. Holder lot and running thence S. 1-15 W., 100 feet to an iron pin; thence N. 87-17 E., 115 feet more or less to an iron pin, corner of property now or formerly of W. E. and Thelma Coleman; thence with the line of said property, N. 1-15 E., 100 feet to an iron pin, southeast corner of L. H. Holder lot; thence with Holder line, S. 87-17 W., 111 feet to the point of beginning.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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 Mortgagee 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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