

FILED
GREENVILLE CO. S. C.
AUG 16 3 25 PM '76
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

BOOK 1375 PAGE 514

THIS MORTGAGE is made this 13th day of August 1976, between the Mortgagor, J. Michael Kapp and Margaret G. Kapp (herein "Borrower"), and the Mortgagee, Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of South Carolina, whose address is P. O. Box 10148, Greenville, SC 29603 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of THIRTY-SEVEN THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 13, 1976 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 2006

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina: City of Greenville, located on the western side of Woodrow Avenue and northern side of East Prentiss Avenue and being known and designated as the front and larger portion of Lot 8, Section C and a small portion of the front of Lot 7, Section C of CAGLE PARK SUBDIVISION and having, according to plat entitled "Property of Sam F. Floyd", prepared by Dalton and Neves, dated January 1960, and recorded in Plat Book "TT" at page 173, the following metes and bounds, to-wit: BEGINNING at an iron pin on the northern side of East Prentiss Avenue and running thence N 22-58 W 93' to an iron pin; thence N 78-36 E 72.5' to an iron pin on the west side of Woodrow Avenue; thence with the west side of said Avenue, S 17-46 E 49.7' to an iron pin; thence still with the western side of said Avenue, S 25-52 E 63.3' to an iron pin at the bend of the intersection of Woodrow Avenue and East Prentiss Avenue; thence with the bend of said intersection, the chord of which is S 39-12 W 5.8' to an iron pin on the northern side of East Prentiss Avenue; thence with the northern side of East Prentiss Avenue N 82-45 W 62'; thence still with the northern side of East Prentiss Avenue N 89-58 W 12' to the beginning point.

This is the same property conveyed to mortgagors herein by deed of J. Coleman Shouse and Irveta H. Shouse of even date herewith. The Shouses purchased the property from Robert L. Perry, III; Van T. Moore; Max W. Menuskin; and G. P. Apperson, Jr. by deed dated December 29, 1969, and recorded in Deed Book 887 at page 579.

which has the address of 13 E. Prentiss Avenue Greenville, South Carolina (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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