

OCT 21 4 12 PM '76

LONNIE S. TANKERSLEY R.H.C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE



TO ALL WHOM THESE PRESENTS MAY CONCERN: JAMES W. CAPPS

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto SOUTHERN BANK AND TRUST COMPANY

(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

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TWO THOUSAND FIVE HUNDRED FORTY-SIX AND 64/100 DOLLARS (\$2,546.64)

due and payable in thirty-six (36) consecutive monthly payments of seventy and 74/100 (\$70.74) Dollars to be applied first to interest which has been added to the principle above and then to principle, the first payment to be made November 15, 1976 and the subsequent payments on the 15th day of each and every month until paid in full.

(7%)

with interest thereon from date at the rate of seven/per centum per annum, to be paid: as stated above.

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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, in Oaklawn Township, in the old Eastview School district, approximately two miles from Pelzer, South Carolina and 1.5 miles southeast from State Highway S-23-52 and containing 3.15 acres, and having, according to a plat made by Freeland and Associates, May 24, 1975, to be recorded herewith, the following metes and bounds, to-wit:

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BEGINNING at an iron pin on the southerly side of an old unnamed dirt road and running thence with the line of property now or formerly of Rogers S. 24-07 E. to the center of a branch; thence with the center line of the branch N. 20-29 E. 21.0 feet to a point; thence still with the center line of said branch S. 85-29 E. 174 feet to a point; thence N. 84-31 E. 50 feet to a point; thence leaving said branch and running through an iron pin N. 28-24 W. 713.0 feet with the line of property of Charles J. Mathis and Jean Andrews Mathis to an iron pin on the southerly side of said old unnamed dirt road; thence with the southerly side of said road N. 67-25 W. 235.2 feet to an iron pin, the point of beginning.

The above property is the same conveyed to the Mortgagor. by the Deed of Charles J. Mathis and Jean Andrews Mathis to be recorded herewith.

The above described property is conveyed subject to any and all rights of way or easements that are recorded or as may appear on the property.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

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