

ADDRESS:

MORTGAGE OF REAL ESTATE -  
GREENVILLE CO. S. C.

BOOK 1428 PAGE 98

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

APR 5 4 55 PM '78  
DONNIE S. TANKERSLEY  
R.H.C.

MORTGAGE OF REAL ESTATE

OF ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, Joe T. Dixon and Pamela C. Dixon

(hereinafter referred to as Mortgagor) is well and truly indebted unto R. C. Capps

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date hereto, the terms of which are incorporated herein by reference, in the sum of

Twelve Thousand and No/100-----Dollars \$ 12,000.00 ) due and payable

in monthly installments of One Hundred Thirty-six and 26/100 (\$136.26) Dollars beginning April 1, 1978 and continuing monthly until paid in full

with interest thereon from date at the rate of 6½ per centum per annum, to be paid as a foresaid

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 Mortgagee in hand well and truly paid by the Mortgagor at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, conveyed, 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, Monaghan Mills Village, and being more particularly described as Lot No. 61, Section I, as shown on a plat entitled "Subdivision for Victor-Monaghan Mills, Greenville, South Carolina", made by Pickell & Pickell, Engineers, Greenville, South Carolina, on December 20, 1948, and recorded in the R. M. C. Office for Greenville County in Plat Book S, at Pages 179-181, inclusive. According to said plat, the within described lot is also known as No. 20 Frost Street, and fronts thereon 75 feet.

This being the same property conveyed unto the Mortgagor herein by deed from R. C. Capps, of even date to be recorded herewith.

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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 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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