

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FEB 1979

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MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Jimmie W. Capel and wife Vickie H. Capel

hereinafter referred to as Mortgagor is well and truly indebted unto

FinanceAmerica Mortgage Services Inc.

(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

Twelve Thousand Two Hundred and Forty Dollars ***** Dollars (\$ 12,240.00) due and payable in thirty-six consecutive monthly payment with the first due and payable on March 05, 1979 and each month after that on the fifth:

with interest thereon from 02/05/79 at the rate of 11.99% 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, the Mortgagee's heirs, 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

All that piece, parcel or lot of land in the State of South Carolina, County of Greenville, being shown and designated as 2.47 acres on a plat entitled Survey for W.H. Stroud, prepared by W.H. Williams, Jr., P.E. / L.S., dated August 15, 1977, and recorded in the AMC Office for Greenville County in Plat Book 6-3 page 32, and having according to said plat, the following metes and bounds, to-wit:

Beginning at a nail and cap in the center of Sterling Grove Road and running thence N. 12-14 E., 375.1 feet to an iron pin; thence S. 11-13 E., 451.2 feet to a nail and cap in the center of Sterling Grove Road; thence with the center of said Sterling Grove S. 11-14 W., 427.2 feet to a nail and cap; thence S. 10-12 W., 413.2 feet to a nail and cap; thence S. 10-12 W., 100.0 feet to a nail and cap; thence N. 10-12 W., 113.0 feet to a nail and cap, the point of beginning.

This is a portion of the property conveyed to the grantor by deed of Jack J. Huxon, recorded in the AMC Office for Greenville County in Deed Book 355 at page 335 dated August 4, 1978.

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record, on the recorded plat(s) or on the premises.

This is identical to the property that grantor Jimmie W. Capel and his wife Vickie H. Capel received from W.H. Stroud by deed dated 8/11/77 in Volume 1063 Page 404 recorded in said clerk's office on 8/19/77.

RECORDED
FEB 19 1979
AMC OFFICE
GREENVILLE, S.C.

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 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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