

FILED
GREENVILLE CO. S.C.

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DEED BY GREENVILLE **MORTGAGE**

THIS MORTGAGE is made this 26th day of July, 1979, between the Mortgagor, L. Kerry Capps and Kathy F. Capps, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

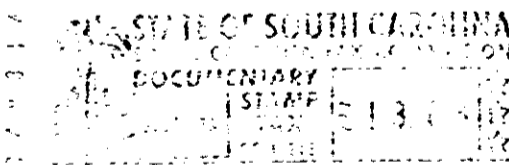
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-Four Thousand Six Hundred Fifty (\$34,650.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 26, 1979, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 2009,

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:

ALL that piece, parcel or lot of land situate, lying and being in Greenville County, S.C., between North Franklin Road and Brockman Avenue, being shown as Lot No. 2, Block C, on plat of SANS SOUCI VILLA recorded in the RMC Office for Greenville County in Plats Book A, Page 511, and also being shown on a more recent plat entitled "Property of Hollyton, Inc. and J. H. Cooper", prepared by Freeland & Associates, dated June 1, 1979, and recorded in the RMC Office for Greenville County in Plats Book 7-H, Page 30, and having, according to said latter plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of North Franklin Road, which pin is approximately 247 feet south of the intersection of North Franklin Road and Brockman Avenue, and running thence S. 58-03 E. 101.93 feet to an iron pin on the western side of Brockman Avenue; thence with said Avenue S. 12-16 W. 114.84 feet to an iron pin; thence N. 55-01 W. 146.16 feet to an iron pin on the eastern side of North Franklin Road; thence with said Road N. 35-00 E. 100.54 feet to an iron pin, the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of Hollyton, Inc. and J.H. Cooper, to be executed and recorded of even date herewith.



which has the address of 204 North Franklin Road, Greenville, S. C. 29609 (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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