

MORTGAGE OF REAL ESTATE -

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

CO. S. C.
1 35 PM '80
SHERSLEY

MORTGAGE OF REAL ESTATE

W. Woodson
1/2 John L. Holliman
P.O. Box 8
Thomasen, GA
30286

WHEREAS, JIMMIE W. CAPEL

(hereinafter referred to as Mortgagor) is well and truly indebted unto RUTHELLE T. WOODSON

(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 THIRTEEN THOUSAND THREE HUNDRED AND NO/100 -----Dollars (\$ 13,300.00) due and payable at the rate of Two Hundred Fifty and No/100 (\$250.00) Dollars per month with the first payment being due on March 1, 1980 and a like monthly installment being due on the first day of each and every consecutive month thereafter until paid in full

with interest thereon from _____ date at the rate of TEN(10%) per centum per annum, to be paid: monthly

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 _____

ALL that certain piece, parcel or lot of land situate, lying and being on the northwest side of Augusta-Laurens Road By-Pass, known as S.C. Route No. 291, being in the City of Greenville, County of Greenville, State of South Carolina, being known as a portion of Lot 1 on plat of Sherwood Forest recorded in the RMC Office for Greenville County in Plat Book GG, at Page 23, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwest side of Augusta-Laurens Road By-Pass (S.C. No. 291) said pin being 130 feet in a northeast direction from point where the northwest side of Augusta-Laurens Road By-Pass (S.C. No. 291) intersects with the northeast side of LeGrand Boulevard, and running thence along the northwest side of Augusta-Laurens Road By-Pass (S.C. No. 291) N 26-04 E., 50.4 feet to an iron pin in the line of the McAlister Property; thence along the line of the McAlister Property N 49-11W, 155.1 feet to an iron pin; thence S 26-04 W, 88.3 feet to an iron pin; thence S 63-31 E, 150 feet to an iron pin on the northwest side of the Augusta-Laurens Road By-Pass (S.C. No. 291), the point of beginning.

Being the same property conveyed to the mortgagor herein by deed of Capel Piano and Organ, recorded November 6, 1979 in Deed Book 1114, Page 969.

This mortgage is second and junior in lien to that certain mortgage in favor of Citizens and Southern National Bank in the original amount of \$60,000.00 recorded 6-21-77 in Mortgage Book 1401, Page 712 on which there remains a present principal balance of \$49,224.82.

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RECORDED IN THE OFFICE OF THE CLERK OF THE COUNTY OF GREENVILLE, SOUTH CAROLINA, ON 11/17/80 AT 1:35 PM.

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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