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GREENVILLE CO. S.C.

BOOK 1504 PAGE 953

STATE OF SOUTH CAROLINA } PM '80
COUNTY OF GREENVILLE } ASLEY

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

WHEREAS, Francis Kapp

(hereinafter referred to as Mortgagor) is well and truly indebted unto James C. Blakely, Jr., Trustee under written Trust Agreement dated September 16, 1975, between C. Vincent Brown, et al., whose address is P. O. Box 2464, Greenville, S.C., 29602,

(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 ----------

Seven Thousand Five Hundred Twenty-Eight & No/100 Dollars ($ 7,528.00) due and payable

as per the terms of said note;

with interest thereon from date at the rate of Ten per centum per annum, to be paid: as per the terms of said note.

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,

being shown and designated as Tract No. 5, containing 5.96 acres, more or less, as shown on plat entitled "Property of James C. Blakely, Jr., Trustee" dated November 8, 1977, prepared by C. O. Riddle, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of the right-of-way of S. C. Highways 14 and 276, at the joint front corner of the within tract and a tract designated as Tract 6 on said plat, being the same tract previously conveyed to William G. Dedmon and Lee W. Morrisset by deed recorded in the RMC Office for Greenville County on November 28, 1977, in Deed Book 1069 at Page 132 and in the Office of the Clerk of Court for Pickens County in Deed Book 13-I at Page 31 on December 19, 1977, and running thence along said rights-of-way S. 83-30 E. 717.74 feet to a point on the southern side of said rights-of-way at the joint corner of property now or formerly of Shaw; thence running along the joint line of said tracts S. 16-04 W. 313.53 feet to a point in the centerline of the South Saluda River, said point being 35 feet beyond an iron pin on or near the edge of said river; thence with the center of said river as the line S. 71-56 W. 532.7 feet to a point in the line of Tract 6; thence running along the joint line of said tracts (passing an iron pin 52.3 feet) N. 12-21 W. 560.7 feet to an iron pin on the southern side of the rights-of-way of S. C. Highways 14 and 276, at the joint front corner of the within tract and Tract 6, the point and place of beginning.

This being the identical property conveyed to the mortgagor herein by deed of the mortgagee, to be executed and recorded of even date herewith.

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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