

MORTGAGE OF REAL ESTATE prepared by E. Randolph Stone, Attorney at Law, 124 Broadus Avenue, Greenville, S.C. 29601

STATE OF SOUTH CAROLINA } GREENVILLE CO. S.C.
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

BOOK 1510 PAGE 87

AUG 6 12 03 PM '80

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE J. HANNERSLEY

WHEREAS, Darius Williams and Christine R. Williams,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Madge S. Capps

(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 Five Thousand and No/100 Dollars (\$ 5,000.00) due and payable as follows:

\$126.81 on the 6th day of September, 1980, and \$126.81 on the 6th day of each and every month thereafter until the 6th day of August, 1984, when the entire unpaid balance of the principal and interest will be due and payable. Payment to be applied first to the interest and then to the principal.

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 heirs, successors and assigns:

ALL that piece; parcel or lot of land situate, lying and being in Bates Township, Greenville County, South Carolina on the northern side of Elliott Street, containing 0.81 acres, more or less, and having the following metes and bounds according to a plat of "Survey for Madge S. Capps", dated November 1, 1979, prepared by W. R. Williams, Jr., Engineer and Surveyor recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 7-Q at Page 54.

BEGINNING at an old iron pin at the southeastern corner of the property herein conveyed on the northern edge of Elliott Street and running thence along the northern edge of said street, S. 81-07 W., 101.5 feet to an old iron pin; thence continuing along the northern edge of Elliott Street S. 75-51 W. 124.9 feet to an old iron pin; thence along a line of Young property N. 1-46 E. 172.5 feet to an old iron pin; thence N. 81-46 E. 135.5 feet to an old iron pin; thence along a line of Baker property N. 82-00 E. 81.2 feet to an old iron pin; thence along a line of Hill property S. 0-34 E., 156.9 feet to the beginning corner and being the same property conveyed by Madge S. Capps to Darius Williams and Christine R. Williams by a deed dated this date and recorded herewith.

The mailing address of Madge S. Capps is: Post Office Box 21, Marietta, South Carolina, 29661.

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DOCUMENTARY
STAMP

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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