

PH '82

WASLEY

BOOK 1573 PAGE 380

DOCUMENTARY STAMP

The State of South Carolina }  
GREENVILLE }  
COUNTY OF ANDERSON }  
To All Whom These Presents May Concern: }

Margaret Burns Stone

(hereinafter referred to as Mortgagor) \_\_\_\_\_ SEND GREETING

Whereas, the said Mortgagor is well and truly indebted unto Capital Bank and Trust

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note in writing, of even date with these presents, in the full and just sum of Seven Thousand Two Hundred Fifty & No/100

(\$7,250.00) to be paid in monthly installments of One Hundred fifty and 94/100 (\$150.94) Dollars each, beginning August 1, 1982 and continuing on the first day of each month thereafter for 96 months, together with interest at the rate of seventeen and one-half (17 1/2%) percent per annum from date -----

~~with interest~~  
~~at the rate of~~ to be computed and paid \_\_\_\_\_

until paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; said note further providing for a reasonable attorney's fee \_\_\_\_\_ besides all costs and expense of collection, to be added to the amount due on the said note and to be collectible as a part thereof; if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by the said note, reference being thereunto had, will more fully appear.

NOW KNOW ALL MEN, That the said Mortgagor in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of said note, and also in consideration of the further sum of Three Dollars, to the said Mortgagor in hand well and truly paid by the said Mortgagee at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said Mortgagee, and Mortgagee's Heirs, or Successors, and Assigns forever:

All that certain lot or parcel of land in Oaklawn Township, Greenville County, South Carolina, lying and being situated on the South side of Ware Road, containing one acre, more or less, according to survey and plat made by John C. Smith, Surveyor, dated August 16, 1964, which shows the following courses and distances, to wit: BEGINNING in the center of Ware Road, Charles Davis corner, and running thence along Davis line S 31-39 W 375 feet to iron pin, thence N 42-43 W 147 feet to iron pin on Garrett line, thence along Garrett line N 33-28 E 141.4 feet to iron pin; thence N 38-33 E 140.4 feet to iron pin near road, thence S 82-37 E 132.7 feet to the beginning corner in the center of Ware Road. Bounded now or formerly on the North by William Davis, on the East and South by Jerry Davis, and on the West by W. T. Garrett, LESS, HOWEVER, AND EXCEPTING the portion of the above property containing approximately .40 acres, more or less, as shown on plat prepared by John C. Smith on September 1, 1976 and conveyed by the Mortgagor herein to Jerry Davis by deed dated September 6, 1976 and recorded January 4, 1977 in RMC Office for Greenville County in Deed Book 1049 at page 32.

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