

MORTGAGE OF REAL ESTATE

GREENVILLE CO. S. C.
 FILED
 OCT 13 11 01 AM '82
 DORRIS S. TANKERSLEY
 S.M.C.

BOOK 1533 PAGE 107

STATE OF SOUTH CAROLINA
COUNTY OF GreenvilleMORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Catherine Phillips Capps

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company

(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

Eleven Thousand Dollars (\$ 11,000.00) due and payable
180 days from the date of this Mortgage togetherwith interest thereon from 10-11-82 at the rate of 16.5% per centum per annum, to be paid:
at maturity

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:

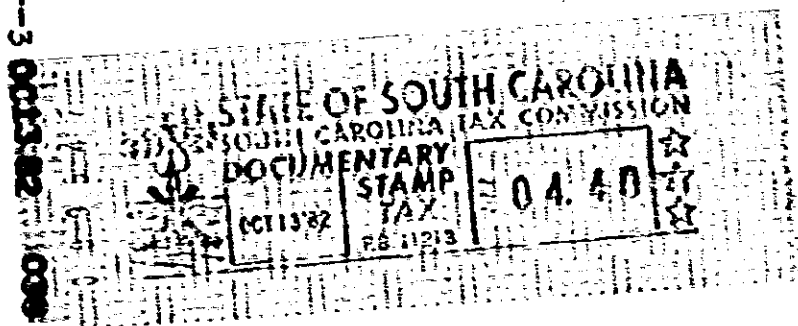
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, the Mortgagee's heirs, 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, on the southern side of Stamey Valley Road containing 17.07 acres, and being more fully shown and delineated as a 5.56 acre tract and a 11.51 acre tract on a plat of Property of Mozelle B. Hill dated April, 1976, and revised January 15, 1978 by W. R. Williams, Jr., Engineer/Surveyor, and having according to said plat the following metes and bounds, to wit:

Beginning at a nail and cap in the approximate center of Stamey Valley Road, joint front corner with property of Robinson as described in deed recorded in the RMC Office for Greenville County in Deed Book 1074 at Page 92, iron pin back along road right of way 41.5 feet and running thence with the common line of Robinson S. 7-25 E. 661.5 feet to an iron pin on line of property of Johnson and rear corner with Robinson; thence with the common line of Johnson S. 72-04 W. 514.1 feet to an old stone at the joint rear corner of property of Johnson and Sentell; thence with the common line of Sentell S. 72-19 W. 648.85 feet to an old iron pin at a hickory tree; thence continuing along Sentell line and crossing branch N. 34-04 W. 235 feet to an iron pin; thence continuing with Sentell line and crossing branch N. 40-05 E. 1091.7 feet to an old iron pin in Stamey Valley Road, joint front corner with Sentell property; thence through Stamey Valley Road N. 87-25 E. 232.75 feet to a nail and cap in the approximate center of said road, thence continuing through said road S. 81-31 E. 200.5 feet to a nail and cap in the approximate center of said road; thence continuing through said road N. 87-55 E. 19.3 feet to a nail and cap, the point of beginning.

This is the same property conveyed to the Mortgagor by deed of Frances C. Barnette, Executrix of the Estate of Hubert E. Barnett recorded in the RMC Office for Greenville County in Deed Book 1141 at Page 390 on January 22, 1981, and by deed of Frances C. Barnette recorded in said RMC Office in Deed Book 1143 at Page 64 on February 20, 1981.

The Mortgagee's address is: Post Office Box 554, Travelers Rest, South Carolina, 29690.



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.