

GREENVILLE S.C.  
FILED  
OCT 20 3 09 PM '83  
DONNA R. M. SLEY

9000 1631 PAGE 620  
First Federal of South Carolina  
Post Office Box 408  
Greenville, South Carolina 29602

# MORTGAGE

THIS MORTGAGE is made this 13th day of October, 1983, between the Mortgagor, William T. Capps and Mamie S. Capps, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of \$19,834.74 (Nineteen Thousand Eight Hundred Thirty Four and 74/100 Dollars, which indebtedness is evidenced by Borrower's note dated Oct. 13, 1983, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 31, 1993;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of GREENVILLE, State of South Carolina.

All that certain piece, parcel or lot of land, with all improvements thereon, situate lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot #15 of a subdivision entitled Sunny Acres according to a plat thereof prepared August 1961 by C. C. Jones, C. E. recorded in the RMC Office for Greenville County in Plat Book XX, at Page 5, and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Wildrose Lane, joint front corner of Lots 14 and 15; running thence with the joint line of said lots, N. 35-30 E. 150 feet to an iron pin on the southwestern side of a 25-foot alley; running thence with the southwestern side of said 25-foot alley, N. 56-30 W. 203.6 feet to an iron pin; running thence S. 54-45 W. 36.6 feet to an iron pin on the northeastern side of said Wildrose Lane; running thence with the curvature of the northeastern side of said Wildrose Lane, the following courses and distances, to-wit: S. 24-28 E. 87.8 feet; S. 13-40 E. 76.7 feet; S. 35-05 E. 46.5 feet; S. 56-30 E. 43 feet to the point of beginning.

This being the same property conveyed to the mortgagor by deed of William F. King and recorded in the RMC Office for Greenville County on 04/12/63 in Deed Book 720 at Page 237.

This is a second mortgage and is Junior in Lien to that mortgage executed by William T. Capps and Mamie S. Capps which mortgage is recorded in RMC Office for Greenville County on 04/12/63 in Book 918 at Page 521

STATE OF SOUTH CAROLINA  
DOCUMENTARY TAX COMMISSION  
DOCUMENTARY TAX STAMP  
OCT 23 1983  
\$ 07.96

which has the address of 116 Wild Rose Lane, Greenville (City),  
South Carolina 29611 (State and Zip Code) (herein "Property Address");

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TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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