

STATE OF SOUTH CAROLINA 3 234  
COUNTY OF GREENVILLE

MORTGAGE  
OF  
REAL PROPERTY

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THIS MORTGAGE, executed the 20th day of January, 1984, by Stewart D. Wynn and Theresa F. Wynn (hereinafter referred to as "Mortgagor") to Capital Bank and Trust (hereinafter referred to as "Mortgagee") whose address is P. O. Box 8, Ballon, SC. 29627.

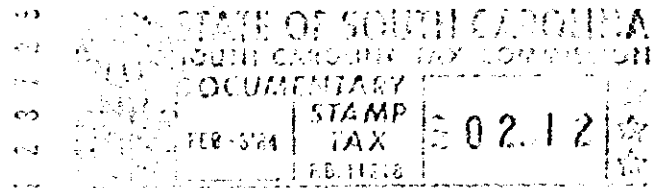
WITNESSETH:

IN CONSIDERATION of the sum of Three Dollars (\$3.00) paid to Mortgagor by Mortgagee and in order to secure the payment of a promissory note including any renewal, extension or modification thereof (hereinafter referred to as the "Note"), dated January 20, 1984, to Mortgagee for the principal amount of Five Thousand Two Hundred Two & 40/100 Dollars, plus interest thereon and costs of collection, including attorneys' fees, and to further secure all future advances or re-advances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note or any renewal, extension or modification thereof or evidenced by any instrument given in substitution for said Note, Mortgagor has granted, bargained, sold and released to Mortgagee and the successors and assigns of Mortgagee, and by this Mortgage does grant, bargain, sell, and release to Mortgagee and the successors and assigns of Mortgagee, all the following real property (hereinafter referred to as the "Property"):

ALL that piece, parcel or tract of land situate, lying and being near Rutledge Lake Road in Paris Mountain Township, Greenville County, South Carolina containing 3.72 acres, more or less, as shown on a plat entitled "Property of Stewart Wynn and Theresa Wynn" made by Freeland and Associates dated January 18, 1983, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 9-V at Page 30 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point at the northwestern most corner of the within described property in the line of property now or formerly belonging to Sara S. McCrary at a point where the southern boundary of a Duke Power right-of-way 150 feet in width crosses the said McCrary line and running thence along the southern edge of said Duke Power right-of-way N. 89-30 E., 721.69 feet to a point in or near the center line of a creek; thence with the center line of the creek as the line, the traverse lines of which are S. 39-05 E., 116.80 feet to a point and S. 31-35 E., 79.94 feet to an iron pin in the line of property now or formerly belonging to Frank Redding; thence along the Redding line S. 76-33 W., 606.33 feet to an iron pin in the Sara S. McCrary line; thence along the McCrary property N. 40-08 W., 383.90 feet to the point of beginning.

THIS BEING the same property conveyed unto mortgagors herein by deed of Fazio Auto Collision Services, Inc., by deed dated July 11, 1983, recorded in the RMC Office for Greenville County, S. C., in Deed Book 1192 at Page 204 on July 13, 1983.



TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted

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