

MORTGAGE

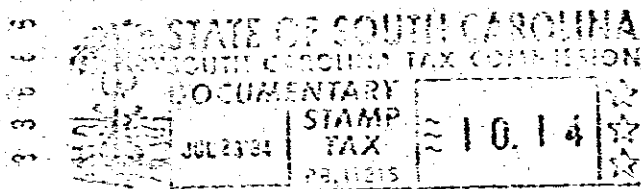
THIS MORTGAGE is made this 20th day of July 1984, between the Mortgagor, John H. Capps (herein "Borrower"), and the Mortgagee, Countrywide Funding Corporation, a corporation organized and existing under the laws of New York, whose address is 3440 Wilshire Blvd., Los Angeles, CA. 90010 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-three Thousand, Eight Hundred & No/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 20, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 2014.

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 situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 115 as shown on a plat of a subdivision formerly known as The Village, Section 2, and now known as The Shoals, said plat being recorded in the RMC Office for Greenville County in Plat Book 4-R at Page 53, and having, according to a more recent plat prepared by J. L. Montgomery, dated July 15, 1984, and entitled "Property of JOHN H. CAPPS", and recorded in the RMC Office for Greenville County in Plat Book 10-V at Page 33, such metes and bounds as appears thereon.

THIS being the same property conveyed to the mortgagor herein by deed of Georgia R. Brown, of even date, to be recorded herewith.



which has the address of 115 Chesley Drive, Simpsonville, SC 29681 (Street) (City) (herein "Property Address"); (State and Zip Code)

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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