

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA, }
Greenville County.

KNOW ALL MEN BY THESE PRESENTS, That W. H. Hammett, of Greenville County,

.....in the State aforesaid.....
in consideration of the sum of One hundred dollars and assumption of mortgage hereinafter mentioned
..... Dollars,

to us paid by A. G. Capps,

.....in the State aforesaid, 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 A. G. Capps, his heirs and assigns,

all that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina.

and being lot Q, in a subdivision known as North Hills, located in the Northern part of the City of Greenville on Elizabeth Street, Plat being recorded in R. M. C. office in Plat H, at page 90, for a more description, and being the same tract conveyed to me by D. H. Stover by his deed dated June 3rd, 1931, and recorded in Vol. 163, at page 223.

The Grantee agrees to assume and pay mortgage in the sum of \$2600.00 to the Piedmont Savings Investment Co.

Also all certain lot of land in Greenville Township, Greenville County and State aforesaid, on Washington Street in the City of Greenville and being lot No. 31 in Block C, as shown on plat Book A, at page 383, and having a frontage on the northern side of East Washington Street of 50 feet, and running back in depth along its western lines 125 feet, and along its Eastern lines 152 feet, and being 57 feet wide in the rear, and being the same property conveyed to me by York Investment Co. by its deed dated August 25th, 1930, and recorded in Vol. 154, at page 57. The Grantee agrees to assume and pay mortgage in the sum of \$2200.00 to the Building Loan Assoc.

It is understood and agreed that there is additional mortgage indebtedness on the Washington Street house last herein mentioned, but that the grantee herein by accepting this deed does not assume this second mortgage in the sum of One Thousand (\$1,000.00) Dollars and is not to be held liable for the payment thereof except as hereinafter stated and in the event of foreclosure is not liable for any deficiency judgment in so far as the said one thousand (\$1,000.00) dollars mortgage is concerned. It is further understood and agreed that whereas W. H. Hammett has executed and delivered to A. G. Capps his certain note in the sum of one thousand (\$1,000.00) dollars secured by a second mortgage over a farm in Greenville County conveyed to W. H. Hammett by A. G. Capps in this transaction and payable in sixty days; that the proceeds of this said mortgage are to be used to pay the one thousand (\$1,000.00) dollar mortgage on the Washington Street property herein referred to, and that when W. H. Hammett has paid the one thousand (\$1,000.00) dollars and interest, it shall be in full satisfaction of the mortgage executed by Hammett to Capps, and that the said Capps is to immediately satisfy the mortgage of record and shall also cause to be satisfied of record the one thousand (\$1,000.00) dollars mortgage on the Washington Street property. The grantee further agrees to apply all rents received from the Washington Street property as received to the payment of the first mortgage on said property.