

LEATHERWOOD, WALKER, TODD & MANN

BOOK 1445 PAGE 750

MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

GREENVILLE
23 2 35 PM '78
S. TANNER
R. H. C.

WHEREAS, R. DANIEL CAPELL

(hereinafter referred to as Mortgagor) is well and truly indebted unto COMMUNITY BANK

(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

Ten Thousand and 00/100-----Dollars (\$10,000.00) due and payable

One Hundred Eighty (180) days from date,

with interest thereon from date at the rate of nine (9%)—per centum per annum, to be paid: monthly, commencing October 1, 1978, and continuing on the first day of each successive month until paid in full,

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, and being shown as Lot No. 5 and a strip of land approximately 30 feet wide according to a plat entitled "Property of Clifton E. Singleton, John D. Salmon and Mrs. Minnie M. Causey," by C. O. Riddle, dated December, 1955, and being more particularly described as follows:

Beginning at a point in the corner of Lots 1, 2, 6 and 5, and running thence with the line of Lot 6, S. 3-20 W. 209.3 feet to a point; thence S. 78-01 E. 218.1 feet to a point in the line of Lot 4; thence with the line of Lots 4 and 3, N. 3-20 E. 427.9 feet to a point on the southern side of Fairview Road; thence with the southern side of Fairview Road, N. 72-44 W. 30.9 feet to an iron pin in the line of Lot 2; thence with the line of Lot 2, S. 3-20 W. 221.3 feet to a point in the line of Lot 5; thence continuing with Lot 2, N. 78-01 W. 187.6 feet to the point of beginning.

Being the same property conveyed to the Mortgagor herein by deed of Allen L. Causey and O. R. Causey, said deed being dated May 18, 1978, and recorded in the R.M.C. Office for Greenville County in Deed Book 1079 at Page 715.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
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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 is 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.

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