

1478-110
AUG 28 3 28 PM '79 TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONN TANNERSLEY
WHEREAS, JAMES ALBERT CAPE AND SANDRA KAY S. CAPE

(hereinafter referred to as Mortgagor) is well and truly indebted unto BANKER'S TRUST OF SOUTH CAROLINA

(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 THIRTY THREE THOUSAND ONE HUNDRED AND NO/100
----- Dollars \$ 33,100.00 due and payable

IN ACCORDANCE WITH NOTE THIS DATE MADE

with interest thereon from date at the rate of ----- per centum per annum, to be paid:-----

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, its 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, State of South Carolina, being shown and designated as 70.05 acres on a plat entitled Property of Albert C. Cape, prepared by Charles Vaughn, RLS, dated June 8, 1974 and being more particularly described in accordance with said plat, to-wit:

BEGINNING at an iron pin in the edge of an un-named dirt road said iron pin lying approximately 500 feet southeast of Sweet Water Road thence along the joint property line of the Armstrong Estate S. 28-50 W., 1405.6 feet to an iron pin; thence along an un-named branch with the branch as the property line with the traverse line as follows: S. 57-47 E., 202.8 feet, S. 49-07 E., 169.6 feet, S. 40-21 E., 307.9 feet, S. 51-59 E., 273, S. 84-59 E., 280.1 feet, S. 85-15 E., 222.3 feet, S. 76-40 E., 102.6 feet, S. 88-42 E., 260.3 feet, S. 38-07 E., 277.0 feet, S. 89-02 E., 286 feet, S. 48-22 E., 335.8 feet, S. 84-35 E., 91.4 feet, N. 73-44 E., 274.6 feet, S. 50-20 E., 215.5 feet, N. 86-47 E., 162.8 feet to the intersection of another un-named branch; thence along said un-named branch with the branch as the line with the traverse line as follows: N. 32-44 W., 142.2 feet, N. 16-25 W., 389.6 feet, N. 36-29 W., 199.4 feet, N. 17-02 W., 370.6 feet, N. 26-11 W., 339.5 feet, N. 34-39 W., 249.4 feet to an iron pin and stone in a branch; thence along joint property line of West Virginia Pulp and Paper Company S. 10-30 W., 592 feet to a stone and a concrete marker; thence N. 45-17 W., 504 feet to a stone; thence along the joint property line of Armstrong Estate N. 45-55 W., 393.6 feet to a stone; thence continuing along the joint property line of Armstrong Estate N. 45-40 W., 561 feet to an iron pin; thence continuing along the joint line with Armstrong Estate N. 46-30 W., 402.7 feet to an iron pin; thence continuing along the joint property of Armstrong Estate N. 36-55 W., 221.8 feet to the point of beginning.

This is the identical property conveyed to the mortgagors by deed of Albert C. Cape as recorded in the RMC Office for Greenville County Deed Book 1002, Page 757 recorded 7/10/74.

This mortgage is second and junior in lien to that certain mortgage held by Bankers Trust as recorded in the RMC Office for Greenville County in Mortgage Book 1316, Page 249 recorded 7/10/74 in the original amount of \$23,000.00!

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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 it 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.

CC10
AUG 23 79 1A07