

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

GREENVILLE  
7 29  
3 12 PM '84  
L. H. STOLEY

MORTGAGE  
OF  
REAL PROPERTY

26140 PPM - get  
Donald P. Jacks + Dianna Sloan Jacks  
VOL 1570 PAGE 127

THIS MORTGAGE, executed the 28th day of June 1984 by DONALD P. JACKS AND DIANNA SLOAN JACKS (hereinafter referred to as "Mortgagor") to Capital Bank and Trust (hereinafter referred to as "Mortgagee") whose address is Post Office Box 485, Piedmont, South Carolina 29673

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 June 28, 1984 to Mortgagee for the principal amount of SIXTY THOUSAND AND NO/100 (\$60,000.00) 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 lot of land situate on the westerly side of West Blue Ridge Drive (also known as S.C. Highway 253) in the County of Greenville, State of South Carolina, being shown as Lot No. 6 and a portion of Lot No. 7 on a plat of the property of J. P. Stevens & Company, recorded in Plat Book LLL at page 65 in the Office of the R.M.C. for Greenville County, and also being shown on a plat of the property of Gordon E. Mann dated July 2, 1981, prepared by Williams and Plumblee, Inc., and recorded in the Office of the R.M.C. for Greenville County in Plat Book 8-V at page 29, and having according to said latter plat the following metes and bounds, to-wit:

BEGINNING at an iron pin at the intersection of West Blue Ridge Drive and Floyd Street and running thence with Floyd Street N. 64-31 W. 64.4 feet to an iron pin; thence N. 62-52 W. 32.4 feet to an iron pin; thence N. 27-08 E. 110.1 feet to an iron pin; thence S. 56-51 E. 4.5 feet to an iron pin; thence N. 29-17 E. 33.3 feet to an iron pin; thence S. 59-34 E. 110 feet to an iron pin on West Blue Ridge Drive; thence with said drive the following courses and distances: S. 39-26 W. 13.2 feet, S. 35-05 W. 14.7 feet, and S. 34-23 W. 108.2 feet to the point of beginning.

This is the same property conveyed to the mortgagor, Donald P. Jacks, by deed of W. E. Holtzclaw dated June 28, 1984, to be recorded herewith.

ALSO: ALL that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, shown on a plat entitled "Property of Carroll A. Sloan" containing 8.92 acres, more or less, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin in S.C. Road No. 50 continuing across an iron pin at 23.85 feet, N. 50-14 W. 615.15 feet to an iron pin; thence N. 14-51 E. 453.6 feet to a stone; thence N. 68-35 W. 766.1 feet to an iron pin in S.C. Road No. 50; and running thence with S.C. Road No. 50, S. 24-50 W. 280.5 feet to an iron pin; thence continuing with S.C. Road No. 50, S. 30-50 W. 75.9 feet to an iron pin; thence continuing still with S.C. Road No. 50, S. 40-34 W. 306.8 feet to an iron pin in S.C. Road No. 50, the point of beginning. See plat recorded in Deed Book 931 at page 246 in the R.M.C. Office for Greenville County.

This is the same property conveyed to the mortgagor, Dianna Sloan Jacks, by deed of Carroll A. Sloan recorded December 7, 1971, in Deed Book 931 at page\*

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

\*245 in the R.M.C. Office for Greenville County.

74328 (W-2)