STATE OF SOUTH CAROLINA,

GREENVILLE CO. S. C

County of Creenville

湖23 川西高城

To all Whom These Presents May Concern:

WHEREAS I, Joseph B. Capps, of Greenville County, am

(LLIE'F/JinSworth

well and truly indebted to Hosey Capps

sum of One Thousand and No/100 - - - - - - - - - (\$ 1,000.00) Dollars.

in the full and just

my certain promissory note in writing of even date herewith, due and payable as follows: Fifty and No/100 - (\$50.00) Dollars on the first day of M arch, 1952 and Fifty and No/100 - (\$50.00) Dollars on the first day of each and every succeeding month there after until the principal debt has been paid in full, said payments are to be applied first to interest and then to the principal balance remaining due from month to month,

with interest from with interest from date at the rate of six (6%) per centum per annum until paid; interest to be computed and paid monthly and it unpaid when due to bear interest at same rate as principal until paid, and I have further promised and agreed to pay ten per logs of any kind, reference being thereunto had will more fully appear. six (6%)

NOW, KNOW ALL MEN, That 12, the said Joseph B. Capps .

aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me in hand well and truly paid at and before the sealing and delivery of these presents, 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 Hosey Capps, his heirs and assigns forever:

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, on the western side of the Buncombe Road about 20 miles north of the City of Greenville, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin in said Buncombe Road, and running thence along said road, in a northerly direction, 10.00 chains to the line of William Ward; thence with the Ward line, N. 61 1/2 W. 11.25 chains to the corner of J. H. Trammell; thence with Trammell's line, S. 22 W. 9.00 chains to a stake on said line; thence S. 59 1/4 E. 10.00 chains to the beginning corner; less, however, a tract of 5 acred, more or less, conveyed by me to W. T. Cook on April 12, 1937, by deed recorded in the R. M. C. office for Greenville County in Deed Vol. 193, at page 351, and a tract of 1 acre, more or less, conveyed by me to W. T. Cook by deed recorded in the R. M. C. office for Greenville County in Deed Vol. 287, at page 368. The tract herein conveyed contains 4 acres, more or less, and is all that remains of a 10 acre tract conveyed to Geneva Cook by W. T. Cook by deed dated July 23, 1924 and recorded in the R. M. C. office for Greenville County in Deed Vol. 92, at page 479.

The above described property is the same conveyed to me by Geneva Cook Allen. by deed of even date herewith, not yet recorded.

This is a second and junior mortgage, being inferior to the lien of Cornelia-Howard Langford in the sum of \$1500.00.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the said Hosey Capps, his

Heirs and Assigns forever. And I do hereby bind myself, my Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, his Heirs and Assigns, from and against me, my Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

eby secured is paid in full this instrument is satisfied

asses

DAFIED AND CANCELLED