

SEP 21 10 34 AM

VA Form 4-2438 (Direct Loan)
May 1963. Servicemen's Readjustment Act (38 U. S. C. A. 361 (b)).

SOUTH CAROLINA

MORTGAGE

STATE OF SOUTH CAROLINA, }
COUNTY OF GREENVILLE } ss:

WHEREAS: I, Joseph Bayne Capps

Marietta, S. C. , hereinafter called the Mortgagor, is indebted to H. V. Higley , as Administrator of Veterans' Affairs, an Officer of the United States of America, and his successors in such office, as such, and his or their assigns, hereinafter called Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of Sixty-seven Hundred Dollars (\$6700.00), with interest from date at the rate of four & one-half per centum ($4\frac{1}{2}$ %) per annum until paid, said principal and interest being payable at the office of the Loan Guaranty Officer, Veterans Administration Regional Office, at Columbia, South Carolina, or at such other place as the holder of the note may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Forty-two & thirty-nine one-hundredths Dollars (\$ 42.39), commencing on the 27th day of October , 19 55, and continuing on the 27th day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 27th day of September , 19 75.

Now, KNOW ALL MEN, that Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) 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, assigned, and released, and by these presents does grant, bargain, sell, assign, and release unto the Mortgagee, and unto his successors in such office, as such, and his or their assigns, the following described property, to-wit:

All that certain piece, parcel or lot of land in Saluda Township, Greenville County, state of South Carolina, lying on north side of Hart Cut Road and bounded by lands of W. H. Capps and Miller Robinson, containing .38 acres more or less, and having according to a recent survey made by Terry T. Dill, Engineer, the following metes and bounds, to-wit:

Beginning at an iron pin on north side of Hart Cut Road at branch and running thence along Hart Cut Road S. 66-00 W. 100 feet to an iron pin; thence N. 24-00 W. 150 feet to an iron pin; thence N. 66-45 E. 124 feet to an iron pin on Robinson Line; thence with Robinson line S. 13-00 E. 150 feet to the beginning corner.

This property was conveyed to mortgagor by W. H. Capps by deed dated October 20, 1954 recorded in volume 510 page 401 of the R. M. C. Office for Greenville County.

Together with all and singular the improvements thereon and the rights, members, hereditaments, and appurtenances to the same belonging or in anywise appertaining; all the rents, issues, and profits thereof (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are and shall be deemed to be, fixtures and a part of the realty and are a portion of the security for the indebtedness herein mentioned;

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