

0537

DONNIEE YANKERSLEY  
 MORTGAGE OF REAL ESTATE  
 STATE OF SOUTH CAROLINA  
 COUNTY OF Greenville  
 FEB 8 1979  
 7:89 AM 1121 234,5,6

Amount Fin ced: 9,808.07 <sup>70</sup> <sup>132</sup>  
 MORTGAGE OF REAL ESTATE  
 TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Jimmie W. Capel and wife Vickie H. Capel

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

FinancAmerica Mortgage Services Inc.

(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

Twelve Thousand Two Hundred and Forty Dollars, <sup>Dollar \$ 12,240.00</sup> due and payable  
 thence N. 14-24 E., 377.7 feet to an iron pin; thence S. 02-13 E., 321.8 feet  
 to a nail and cap in the center of Sterling Grove Road; thence with the center  
 of said Sterling Grove S. 53-09 W. 246.8 feet to a nail and cap; thence S.  
 76-19 W., 71.3 feet to a nail and cap thence S. 86-18 W., 100.0 feet to a  
 nail and cap; thence N. 86-42 W., 125.0 feet to a nail and cap, the point of  
 beginning.

This is a portion of the property conveyed to the grantor by deed of Dock J. Hudson recorded in the REC Office for Greenville County in Deed Book 355 at page 335 dated August 9, 1948.

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record, on the recorded plat(s) or on the premises.

This is identical to the property that grantor Jimmie M. Capel and his wife Vickie H. Capel received from M.H. Stroud by deed dated 8/26/77 in Volume 1062 Page 624 recorded in said clerk's office on 8/29/77.

PAID  
 FinancAmerica Corporation  
 245107  
 3-31-80  
 DATE  
 of Customer *James J. ...*  
 by *...*

Together with all and singular appurtenances, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may now or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fixed 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 Mortgagee 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

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