

ACCOUNT NO. 4038964 MORTGAGE DATE 08/27/81

REAL ESTATE MORTGAGE

MORTGAGEE (NAME AND ADDRESS)

USLIFE CREDIT CORP. 1214-B LAURENS RD. P.O. BOX 6428 STA. B GREENVILLE, S.C. 29606

MORTGAGOR (NAMES AND ADDRESS) James R. Capps, Judith H. Capps, Route 5 Box 379B Rockvale Dr., Piedmont, SC 29673

FILED GREENVILLE CO. S.C. AUG 27 12 43 PM '81 DONNIE S. TANKERSLEY R.M.C.

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Table with columns: AMOUNT OF NOTE (6480.00), PRINCIPAL OF LOAN (4880.95), SCHEDULE OF PAYMENTS (36), FIRST DUE DATE (09/27/81), MATURITY DATE (08/27/84)

RESCISSON DATE 09/01/81

STATE OF SOUTH CAROLINA COUNTY OF Greenville ss.

In this real estate mortgage the words I, my, me and mine means anyone who signs below on those lines marked "Sign Here". You and your means USLIFE Credit Corporation. I, the mortgagor(s) (person(s) borrowing money) above named, agree that I am indebted to you the mortgagee (company loaning money) named above on my Promissory Note for the Loan you made to me in the Amount of Note, Schedule of Payments shown above. I understand that I may pay the Amount of Note in any amount at any time, and if I fail to make any monthly payment you can, without giving me any advance notice or demand, require the entire amount of my Note remaining unpaid at once due and payable.

I agree, because of the Loan you have made to me, to give you as security for this Loan, a real estate mortgage on my property as is described below. If I do not repay any amounts I may owe you, or if I break a promise I have made in any Loan or credit agreement I may have with you, you can take this property and sell or dispose of this property, which is located in the County of Greenville and State of South Carolina and which is described as follows: All that piece, parcel or lot of land with improvements thereon, situate, lying and being on the Northern Side of Rockvale Drive in Gantt Township, Greenville County, South Carolina, being shown and designated as Lot No. 1 on a Plat of ROCKVALE, Section 1, made by J. Mac Richardson, RLS, dated October, 1958 and recorded in the RMC Office for Greenville County, S.C., in Flat Book QQ, page 108, reference to which is hereby craved for the metes and bounds thereof. This is the same property conveyed to the mortgagors by Deed of Patricia Roberts Harris, Recorded

By granting you a mortgage (Security Interest) in my property I intend to provide you with security for payment and performance of my obligations to you which now exist or may exist in the future. I agree to help you do all that is necessary to protect your Security Interest in this property. I state that I own this property and that there are no other claims, liens or security interests against it other than what I have told to you and listed on my Financial Statement. I will not lease or give this property to anyone without your written permission. I will keep the property insured for its full value against fire, loss or damage with an insurance company that is acceptable to you. I agree that the policies must say that you are to be paid if there is a loss. I will deliver the policies to you if you request. If my property is destroyed or damaged you can use the insurance proceeds to replace, repair it, or repay any amounts I owe you. I will also pay all taxes and fees on my property. You can insure the property or pay any taxes or fees if I don't, although you don't have to. If you do pay taxes or fees I will repay you with interest at the highest rate allowed by law.

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DEFAULT AND REPOSSESSION. I will be in default:

- 1. If I don't make a payment when due or I don't fully repay any Loan I have with you;
2. If I break any promises I have made to you in this agreement under any Loan or Note or in connection with any loan transaction between us;
3. If I become insolvent or file bankruptcy;
4. If a lien is put on my property or if it is confiscated;
5. If my property is misused or in danger of depreciation (reduced in value);
6. If I do anything that reduces my ability or willingness to repay;
7. If I die or become incompetent;
8. If my insurance is canceled.

If I am in default I will deliver my property to you upon request, or you can take title to my property yourself. You can sell my property and keep all the proceeds from such sale, and if it is not enough to pay what I owe you, I will pay you the difference. I agree that if you have to pay attorneys fees or court costs or any other costs to obtain this property and sell it, that I will pay you whatever these costs may be.

I hereby sign, seal and deliver this Real Estate Mortgage to you:

Signatures of James R. Capps and Judith H. Capps with witness signatures.

Signatures of James R. Capps and Judith H. Capps with witness signatures and 'Sign Here' boxes.

STATE OF SOUTH CAROLINA COUNTY OF Greenville ss.

Personally appeared before me the undersigned witness and being duly sworn by me, made oath that he saw the above-named mortgagor(s) sign, seal and deliver the foregoing instrument for the uses and purposes therein mentioned, and that he, with the other witness subscribed above, witnessed the due execution thereof.

Sworn to before me this 27th day of August, A.D., 1981

Notary Public signature and seal for South Carolina, dated 8-13-91.

RENUNCIATION OF DOWER

STATE OF SOUTH CAROLINA COUNTY OF Greenville ss.

the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife of the above-named Mortgagor, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the above-named Mortgagor, its successors and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises above described and released.

Sworn to before me this 27th day of August, A.D., 1981 (CONTINUED ON NEXT PAGE)

Signature of Judith H. Capps as mortgagor's wife and Notary Public signature for South Carolina, dated 9/13/91.

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