Breenville, S MORTGAGE OF REAL ESTATE-Offices of Leafhelyfold Walker, Todd & Mann, Attorneys at Law, Greenville, \$ 5.08 1592 FAGE 955

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

R.H.C

Patsy Boggs and Joe Zupansic WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto L. G. Capps and Marie Harbin Capps

(hereinaster 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 Nineteen Thousand Eight Hundred and No/100ths---

Dollars (\$ 19,800.00) due and payable in 120 equal monthly installments of \$284.08 each, commencing on the 1st day of February, 1983, and continuing on the 1st day of each successive month thereafter until paid in full,

with interest thereon from

date

12 at the rate of

per centum per annum, to be paid: monthly

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) 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 and released and by these presents does grant bargain sell and release unto the Mortgagoe the Mortgage's hairs appared and by these presents does grant bargain sell and release unto the Mortgagoe the Mortgagoe's hairs. and released, and by these presents does grant, bargain, sell and release unto the Mortgagee's heirs, successors and assigns:

> All of that certain piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being on the northerly side of Maryland Avenue near the City of Greenville, South Carolina, and in the County of Greenville, and being known and designated as Lot No. 15 on Map No. 4 of the Property of Talmer Cordell, recorded in the RMC Office for Greenville County in Plat Book X at Page 55, and having the following metes and bounds according to said plat:

BEGINNING at an iron pin on the northeasterly side Maryland Avenue at a point 116 feet northeast of the northerly corner of the intersection of Maryland Avenue and Texas Avenue, joint front corner of Lots 14 and 15 and thence along the northeasterly side of Maryland Avenue N. 60-43 W. 58 feet to an iron pin, joint front corner of Lots Nos. 15 and 16; thence along the joint line of Lots Nos. 15 and 16 N. 29-17 E. 150 feet to an iron pin; thence S. 60-43 E. 58 feet to an iron pin; joint rear corner of Lots 14 and 15; thence along the joint line of Lots 14 and 15, S. 29-17 W. 150 feet to the point of beginning.

Being the same property conveyed to the mortgagors herein by deed of L. G. Capps and Marie Harbin Capps of even date herewith and recorded in the RMC Office for Greenville County in Deed Book 1181 at Page

Mortgagors agree to give to mortgagees a paid receipt for property taxes on or before January 15 of each calendar year until mortgage is cancelled.

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

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