

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
JUL 21 PM '80
WALSLEY

1004 314
Stuyvesantville SC
24681

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN: 800N 1506 PAGE 345

WHEREAS, JERRY L. DILLARD AND BRENDA H. DILLARD

(hereinafter referred to as Mortgagor) is well and truly indebted unto EDWARD M. CAPE AND ADELL L. CAPE

(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 NINE THOUSAND FIVE HUNDRED AND NO/100-----
-----Dollars (\$ 9,500.00) due and payable

In 60 monthly installments of \$201.85 with the first installment being due on July 15, 1980 and being due on the same date of each month thereafter until paid in full.

with interest thereon from date at the rate of --TEN-- 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 Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as 6.26 acres on plat of Carolina Surveying Company dated May 30, 1980 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point in the center of a county road and running thence with said Road S. 1-36 E., 152.8 feet to a point; thence turning and running N. 82-56 W., 505.6 feet to an iron pin; thence N. 49-59 W., 202.7 feet to an iron pin; thence N. 41-08 E., 756.6 feet to an old stone; thence S. 14-10 E., 628.6 feet to a point the center of a county road, the point of beginning.

This is the identical property conveyed to the mortgagors by deed of Edward M. Cape and Adell L. Cape to be recorded on even date herewith.

RECORDED IN THE PUBLIC OFFICE OF THE COUNTY OF GREENVILLE, SOUTH CAROLINA, THIS 21ST DAY OF JULY, 1980, AT 11:00 AM.

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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 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 Mortgagor further covenants to warrant and forever defend 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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