

SAT.

K.L. 391 PAGE 163 04083

1989 JUL 17 AM 11:30

COLLETON COUNTY  
R. M. C. OFFICE

SAT.

Recorded this 17<sup>th</sup> day of  
Jul A.D. 1989 in Book 391  
Page 423, 11:30 A.M.  
C. M. & Reed.  
Clerk of Court, Colleton County, SC

This form may be used as the security instrument in connection with mortgages to be insured under Sections 203 and 222, and in connection with "Individual Mortgages" to be insured under Sections 211, 226, 221, 231, 809, and 810 of the National Housing Act.

STATE OF SOUTH CAROLINA

LOAN NO.

MORTGAGE

LUTHER CAPERS

TO

SAVANNAH BANK & TRUST COMPANY OF  
SAVANNAH, GEORGIA

GEORGIA,  
FULTON COUNTY

The debt for which the within instrument was given to  
secure having paid in full the Clerk of Superior Court of  
Colleton County, S. C., is hereby authorized  
and directed to enter the same cancelled of record.

IN WITNESS WHEREOF, FEDERAL NATIONAL MORTGAGE  
ASSOCIATION has caused this instrument to be executed in its  
name and on its behalf by its duly authorized Attorney-in-Fact,  
this 8th day of May, 1989.

Signed, sealed and  
delivered in the  
presence of:

FEDERAL NATIONAL MORTGAGE ASSOCIATION  
By: John T. Feltman

John T. Feltman  
Vice President

Notary Public  
51-449  
Notary Public, DeKalb County, Georgia  
My Commission Expires April 10, 1993

Power of Attorney recorded 12-11-86  
County Book # 366 Page # 112

RETURN TO: Luther Capers  
Name Box 130  
Address Bladon 29929  
Date July 12, 1989

Given under my hand and seal, this 10th day of February, 1986.  
[Signature] [Signature]  
John T. Feltman  
Vice President  
BANK SOUTH MORTGAGE, INC  
Attorney-in-Fact

Notary Public for South Carolina

Not

010870

SC Form No. 2175 as  
(Rev. August 1948)

MORTGAGE SAT.

STATE OF SOUTH CAROLINA, } as:  
COUNTY OF COLLETON }

BOOK 391 PAGE 164

To All Whom These Presents May Concern:

I, Luther Capers  
Islandton, Colleton County, S. C., hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto Savannah, Bank and Trust Company

of Savannah, Georgia , a corporation  
organized and existing under the laws of Georgia , hereinafter  
called the 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 Ten Thousand and 00/100ths-----  
-----Dollars (\$ 10,000.00 ), with interest from date at the rate  
of Five and one-fourth per centum ( 5-1/4 %) per annum until paid, said prin-  
cipal and interest being payable at the office of Savannah Bank and Trust Company  
in Savannah, Georgia  
or at such other place as the holder of the note may designate in writing, in monthly installments of  
Fifty-five and 30/100ths-----Dollars (\$55.30 ),  
commencing on the first day of March , 1966 , and on the first day of each month there-  
after 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 first day of February , 1996.

Now, KNOW ALL MEN, That the 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, and released, and by these presents does grant, bargain, sell, and release unto the Mortgagee, its  
successors and assigns, the following-described real estate situated in the County of Colleton,  
State of South Carolina:

"All that certain piece, parcel and lot of land situate, lying and being  
in Colleton County, South Carolina, being triangular in shape and con-  
taining one-half (1/2) acres, more or less, and being bounded on the  
Northwest by lands of Hanna Capers; on the Northeast by lands of  
Clemons Capers; on the South by Road to Hanna Caper's house as shown  
on the Plat of Joe P. Miley, Reg. C. E., L. S., dated August 21, 1959,  
and recorded in the Office of the Clerk of Court for Colleton County, S. C.,  
on September 2, 1959, in Plat Book 5 at Page 184. This being a portion of  
the property deeded to William C. Hanna by J. Whitsell Dopson by deed  
recorded in the Office of the Clerk of Court for Colleton County, S. C. in  
Book 135, page 177 on February 10, 1964."

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belong-  
ing or 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 and equipment now or hereafter  
attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and  
assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple  
absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the  
premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants  
to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against  
the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.