

AUG 24 20 PM '74

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DONNIE S. TANKERSLEY
R.M.C.

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

WHEREAS, I, J. Keith Cunningham,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Charles A. Culbertson and Vivian F. Culbertson, their heirs and assigns forever,

(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

Five Thousand and No/100 ----- Dollars (\$ 5,000.00) due and payable

in five (5) annual installments of \$1000.00 each, plus interest at the rate of

eight (8%) percent

with interest thereon from _____ at the rate of _____ per centum per annum, to be paid:

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, on the western side of Millbrook Circle being shown as lot no. 12 and lot no. 13 on a plat of North Hampton Acres Subdivision dated December, 1966, recorded in Plat Book YY at Page 63 in the R. M. C. Office for Greenville County and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Millbrook Circle at the joint front corner of Lot 13 and lot 14 and running thence with lot 14 N. 29-37 W. 301.8 feet to an iron pin at the joint rear corner of lot 13 and lot 14; thence S. 60-23 W. 459.4 feet to an iron pin at the joint rear corner of lot 12 and lot 13; thence S. 30-50 E. 322 feet to an iron pin; thence S. 4-52 W. 48.3 feet to an iron pin at the joint rear corner of lot 11 and lot 12; thence with lot 11 S. 85-19 E. 277.1 feet to an iron pin on Millbrook Circle; thence with said Circle the following courses and distances: N. 1-18 W. 99.8 feet, N. 7-14 W. 50.1 feet, N. 1-02 E. 36.8 feet, N. 21-40 E. 59.75 feet, N. 47-29 E. 59.75 feet and N. 60-23 E. 59.5 feet to the point of beginning, and containing 4.16 acres.

This property is conveyed subject to all restrictions, zoning ordinances, rights of way and easements of record and on the ground affecting said property.



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 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 who may lawfully claim the same or any part thereof.

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