

FILED GREENVILLE CO. S. C.

REC-1354 PAGE 655

State of South Carolina

APR 12 11 51 AM '78

DONNIE S. TANKERSLEY R.M.C.

COUNTY OF Greenville

To All Whom These Presents May Concern: We, Earl A. Cummings and Norma S. Cummings

hereinafter called

the Mortgagor(s), SEND GREETING:

WHEREAS, the said Mortgagor(s) in and by our certain joint promissory note in writing, of even date with these Presents, are well and truly indebted to Kenneth F. Howard

hereinafter called Mortgagee, in the full and just sum of

FORTY FIVE HUNDRED (\$4,500.00)-----

DOLLARS,

to be paid at the rate of \$93.39 per month in payments of principal and interest, first payment due 30 days from date and payment each 30 days thereafter until paid in full. Payments first applied to interest and then to principal.

with interest thereon from date at the rate of nine(9) per centum per annum, to be computed and paid monthly

until paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note should be placed in the hands of an attorney for suit or collection the Mortgagor(s) agrees to pay all costs and expenses including a reasonable amount as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That the said Mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor(s) paid by the said Mortgagee at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Mortgagee,

All that piece, parcel or lot of land in Greenville County, State of South Carolina, located on the Northern side of Ponder Road, and being shown on plat made for Kenneth F. Howard by Piedmont Engineers and Architects, dated July 5, 1974 and recorded in deed book 1018 page 132, Greenville County R. M. C. Office and having the following courses and distances, to wit:

Beginning in center of Ponder Road (pin set off 19 feet on North side of road) at a point 606.1 feet west from S. C. Road 23-172 and running thence with the center of road N. 79-02 W., 160 feet to center of road, corner of Hudson lot; thence N. 6-24 E., 19 feet to pin on the north side of road, thence on the same course for a total distance of 800.64 feet to Henson property; thence therewith S. 75-47 E., 155 feet; thence S. 5-58 W., 791.92 feet to the beginning corner and containing 2.87 acres, more or less. This is the same conveyed by deed recorded in deed book 1032 page 52, to Kenneth F. Howard and same conveyed to the within mortgagors by Kenneth F. Howard, by deed dated Feb. 6, 1976, to be recorded. This is a purchase money mortgage.



4328 RV-2