

MORTGAGE OF REAL ESTATE - Office of GEORGE F. TOWNES, Attorney at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.  
DEC 1 12 04 PM 1967  
OLLIE FARMERWORTH  
R.M.C.

BOOK 1078 PAGE 95

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WE, JOHN F. CUMMINGS AND FAYE C. CUMMINGS

(hereinafter referred to as Mortgagor) is well and truly indebted unto THE PEOPLES NATIONAL BANK OF GREENVILLE, SOUTH CAROLINA

(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 One Thousand Five Hundred Forty and 08/100-----

-----Dollars (\$ 1,540.08-->) due and payable

in thirty-six (36) monthly payments of \$42.78, first payment to be made on the first day of January, 1968, and remaining payments to be made on the 1st day of each succeeding month thereafter until paid in full, having a total of thirty-six (36) monthly payments. Interest is paid by discount in advance; ~~with interest thereon from date at the rate of ----- per centum per annum, to be paid~~ Interest from maturity is at the rate of Seven (7%) per cent.

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~~

ALL that piece, parcel or lot of land in Gantt Township, Greenville County, South Carolina, known and designated as Lot No. 6 on a plat of the property of W. H. Moore, which plat is recorded in the R.M.C. Office for Greenville County in Plat Book KK at page 47; and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the northern side of Hillcrest Drive at joint front corner of Lots 5 and 6 and running thence with the line of Lot 5, N. 0-23 W. 169.6 feet to an iron pin on the line of Lot 5; thence N. 0-23 W. 169.6 feet to a pin on the line of Lot 7; thence with the line of Lot 7, S. 52-19 W. 188.7 feet to an iron pin on Berry Avenue; thence with the eastern side of Berry Avenue, S. 37-41 E. 70 feet to a pin at the intersection with Hillcrest Drive; thence with the northern side of Hillcrest Drive N. 89-37 E. 107.9 feet to the beginning corner.

Together with all and singular rights, members, herditaments, 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.

*In testimony to this Mortgage as*  
*O. S. M. Book 1165 page 104*  
*11:44 am Dec 1, 1967*