

MORTGAGE OF REAL ESTATE

BOOK 1563 PAGE 211

STATE OF SOUTH CAROLINA } FILED
COUNTY OF Greenville } 20 S.C. MORTGAGE OF REAL ESTATE

FEB 29 AM '82
DONN CAMPBERSLEY
R.M.C.

WHEREAS, JOHN M. CUMMINGS AND KIMBERLEY F. CUMMINGS

(hereinafter referred to as Mortgagor) is well and truly indebted unto B.K.S., A PARTNERSHIP

(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

Six thousand and no/00 -----

Dollars (\$ 6,000.00) due and payable

In equal monthly installments of \$87.83;

with interest thereon from date at the rate of 12.5 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, known and designated as Lot #1 on a plat prepared for BKS, A Partnership, on January 28, 1982, by R.B. Bruce, Surveyor; and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of West Georgia Road (being approximately 1125.0 feet to U.S. Highway 25) and running thence along the property line of Garry and Deborah Arnold, N. 28-45 W. 347.9 feet to an old iron pin; thence turning and running along the property line of Elizabeth and Nancy Rogers, N. 55-32 E. 219.1 feet to an iron pin; thence turning and running along the common property line of Lots 1 and 2, S. 28-45 E. 451.4 feet to a nail and cap in the center of West Georgia Road; thence running along the center line of said Road, S. 81-47 W. 232.8 feet to the point of BEGINNING.

This being the identical property conveyed to the mortgagor by deed of B.K.S., A Partnership, to be recorded of even date herewith.

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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
FEB-9-82 TAX 02.40

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 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 whatsoever lawfully claiming the same or any part thereof.

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