

MORTGAGE OF REAL ESTATE -

GREENVILLE, S. C.

BOOK 1565 PAGE 349

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

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

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, is the sum of

Six Thousand Five Hundred and No/100----- Dollars (\$ 6,500.00) due and payable

In equal monthly installments of \$95.14;

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 #2 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 point on the northern side of West Georgia Road said point being the joint corner of Lots Nos. 2 and 3 and running with said road S. 81-47 W. 188.6 feet to a point said point being the joint front corner of Lots 1 and 2; thence turning and running with the line of Lot No. 1 N. 28-45 W. 451 Feet, more or less, to a point said point being the joint rear corner of Lots Nos. 1 and 2; thence turning and running N. 55-32 177.5 ft to a point said point being the joint rear corner of Lots Nos. 2 and 3; thence turning and running with the line of Lot No. 3 S.28-45 E. 535 feet more or less to the point of BEGINNING.

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

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
TAX
02.60

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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 whomsoever lawfully claiming the same or any part thereof.

349

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