MORTGAGE OF REAL ESTATE—Offices of Love, Thornton & Arnold, Attorneys at Law, Greenville, S. C.

GREENVALE CO. S. C.

JAN Mortgage in 1000

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JOHN F. CUMMINGS

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto W. H. MOORE

(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 **Thirty-nine** Hundred Fifty-

nine and 22/100 -----

DOLLARS (\$3959.22.

with interest thereon from date at the rate of six (6%)er centum per annum, said principal and interest to be repaid:

\$50.00 on February 26, 1959, and a payment of \$50.00 on the 26th day of each month thereafter until paid in full with interest thereon from date at the rate of six (6%) per cent, per annum, to be computed and paid monthly, said monthly payments to be applied first to interest balance to principal; the Mortgagee agrees to release Lot No. 5 upon anticipation of payments to the extent of \$1,100.00;

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, in Gantt Township, being shown and designated as Lots No. 5 and 6 on plat of the property of W. H. Moore recorded in Plat Book KK at Page 47, said lot being situate at the intersection of Hillcrest Drive and Berry Avenue and described as follows:

Lot No. 5: BEGIMNING at an iron pin on the northern side of Hillcrest Drive at the joint front corner of Lots 5 and 6 and runming thence with the line of said lots N. 0-23 W. 169.6 feet to an iron pin at the rear corner of said lots in the line of Lot 7; thence with the line of said N. 52-19 E. 34.3 feet to an iron pin in the rear line of Lot 13; thence with the rear line of Lots 13 and 14 S. 59-78 E. 61.5 feet to an iron pin at the joint rear corner of Lots 4 and 5; thence with the line of said lots S. 0-23 E. 159 feet to an iron pin on the northern side of Hillcrest Drive; thence with the northern side of said drive S. 89-37 W. 80 feet to the beginning corner.

LOT No. 6: BEGINNING at an iron pin on the northern side of Hillcrest Drive at the joint front corner of Lots 5 and 6 and running thence with the line of Lot No. 5 N. 0-23 W. 169.6 feet to pin in line of Lot 7; thence with the line of Lot 7 S. 52-19 W. 188.7 feet to pin on Berry Avenue; thence with the eastern side of Berry Avenue S. 37-41 E. 70 feet to pin at intersection with Hillcrest Drive; thence with the northern side of Hillcrest Drive N. 89-37 E. 107.9 feet to the point of beginning.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

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For Release 245 See R. E. M. Brah 191 Page 392.