

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, George M. Cummings and Alpha M. Cummings,

(hereinafter referred to as Mortgagor) is well and truly indebted unto O. Tommy Gibbs, his heirs and assigns forever:

(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 -----

Two Thousand and No/100----- Dollars (\$2,000.00) due and payable

\$500.00 on principal plus interest one year after date, and \$500.00 on principal plus interest each year thereafter; balance due and payable four years from date,

with interest thereon from date at the rate of 6 1/2 per centum per annum, to be paid: annually

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 situate, lying and being in the County of Greenville, State of South Carolina, on the southwestern side of Fortner Avenue and being known and designated as a portion of Lot No. 36 on plat of Kentland Park prepared by Piedmont Engineering Service, revised August 10, 1963, said revision being unrecorded, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Fortner Avenue at the northeastern rear corner of Lot No. 35 of Kentland Park and shown on plat thereof recorded in Plat Book "XX", at Pages 44 and 45, and running thence along Fortner Avenue as follows: S. 39-16 E., 102.6 feet to an iron pin; S. 28-32 E., 81.9 feet to an iron pin; S. 12-24 E., 33.8 feet to a point in the front line of Lot No. 36 at corner of other property conveyed this date to the mortgagors; thence along mortgagors' line through Lot No. 36 N. 82-33 W., 197 feet, more or less, to a point in the rear line of Lot No. 36; thence along the joint rear line of Lots Nos. 36, 35, 34 and 33 N. 22-15 E., 93.4 feet to an iron pin at the joint rear corner of Lots Nos. 34 and 35, Kentland Park; thence along the rear line of Lot No. 35 N. 22-25 E., 80 feet to the point of beginning.

The above is the same property conveyed to the mortgagors by the mortgagee by deed of even date and recorded herewith.

This is a purchase money mortgage.

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