

JUN 26 1 31 PM '74

DONNIE S. TANKERSLEY
R.M.C.

1314 713

MORTGAGE

THIS MORTGAGE is made this 20th day of June, 1974,
between the Mortgagor, Johnnie R. Cummings

(herein "Borrower").

and the Mortgagee, Home Building and Loan Association, a corporation organized and existing under the laws of South Carolina, whose address is 208 East First Avenue, Easley, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eight Thousand & 00/100 (\$8,000.00) Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

"ALL that certain piece, parcel or lot of land situate, lying and being in Greenville Township, Greenville County, State of South Carolina, containing 6.12 acres, more or less, according to a plat of J. E. Acuff property prepared by John C. Smith, R. L. S., on June 13, 1969, and having according thereto the following courses and distances, to-wit: BEGINNING at an iron pin in the center of Bent Bridge Road at the joint corner with other property of Joe E. Acuff, and running thence along said road S 52-58 W 185.6 feet to a curve; thence S 20-33 W 42.2 feet to an iron pin; thence S 43-30 E 400 feet to an iron pin; thence S 56-48 E 939 feet to an iron pin; thence N 30-15 W 941.2 feet to an iron pin; thence along the rear of the Acuff lot S 45-58 W 299.2 feet to an iron pin; thence along the western side of the Acuff lot N 30-30 W 410 feet to the point of BEGINNING."

This being the identical property conveyed to Johnnie R. Cummings by J. E. Acuff by deed dated January 13, 1970 and recorded in Book of Deeds 883 at page 16 in the office of the R M C for Greenville County, South Carolina.



To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate in the event this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.