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GREENVILLE CO. S. C.

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JAMES D. MCKINNEY, JR.  
REC 9 3 14 ATTORNEY-AT-LAW

STATE OF SOUTH CAROLINA } DENNIS S. TANKERSLEY  
COUNTY OF GREENVILLE } R.M.C.

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

WHEREAS, we, John Robert Cummings and Evelyn G. Cummings

hereinafter referred to as Mortgagor) is well and truly indebted unto Charles J. Spillane

(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 one thousand and forty-six and no/100

----- Dollars \$ 1,046.00 due and payable  
at the rate of \$100.00 per month hereafter until paid in full, the first  
payment to be due January 7, 1977, and the remaining payments to be due  
on the 7th day of each and every month thereafter until paid in full,

with interest thereon from this date at the rate of nine per centum per annum, to be ~~xxx~~ computed  
annually in advance and paid monthly as part of the \$100.00 payment.

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:

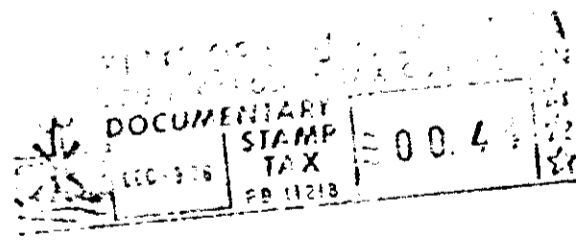
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville,

and being known and designated as Lot No. 153, Section I on a plat entitled "Subdivision of Village Houses, F. W. Poe Mfg. Co., Greenville, South Carolina" made by Dalton & Neves in July, 1950, and recorded in the R. M. C. Office for Greenville County in Plat Book Y at pages 26 through 31, inclusive, which lot is also described as No. 35 Fifth Avenue and fronts on "D" Street 145.1 feet.

This is the same property conveyed to the mortgagors herein by deed of W. E. Lee, dated this date and to be recorded herewith.

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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 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.

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