

County of Greenville

Mortgage of Real Estate

THIS MORTGAGE made this 27th day of August, 1982

by JOHN FRANK CUMMINGS

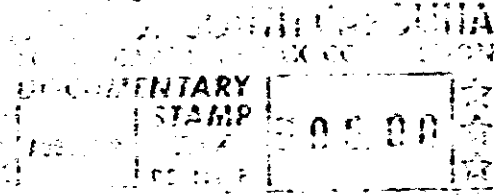
(hereinafter referred to as "Mortgagor") and given to BANKERS TRUST OF S.C.

(hereinafter referred to as "Mortgagee"), whose address is Post Office Box 608, Greenville, South Carolina 29602

WITNESSETH:

THAT WHEREAS, JOHN FRANK CUMMINGS is indebted to Mortgagee in the maximum principal sum of Twelve Thousand Four Hundred Four and 16/100 Dollars (\$ 12,404.16), which indebtedness is evidenced by the Note of JOHN FRANK CUMMINGS of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is September 7, 1990 after the date hereof, the terms of said Note and any agreement modifying it are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976) (i) all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof, and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed \$ 12,404.16 plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorneys fees, has granted, bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described property:



ALL those certain pieces, parcels or lots of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as a portion of Lot No. 12 and 14, Block D, of Highland Subdivision, according to a plat thereof recorded in the R.M.C Office for Greenville County in Plat Book E at Page 209, and being more fully shown on a plat entitled "Property of John Frank Cummings", dated November 6, 1975, prepared by Campbell & Clarkson, Surveyors, Inc., and having, according to the latter plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern side of North Washington Avenue located 373.3 feet from its intersection with Gordon Street, and running thence N. 57-00 E. 188.8 feet to a pipe; running thence S. 22-10 E. 53.6 feet to a pipe; running thence S. 57-00 W. 188.8 feet to a pipe on the Eastern side of North Washington Avenue and running thence with the Eastern side of North Washington Avenue N. 22-10 W. 53.6 feet to the point of beginning.

This is the identical property conveyed to the Mortgagor herein by W. L. Nelson and Leona M. Nelson by deed dated November 7, 1975, recorded November 10, 1975, in the R.M.C. Office for Greenville County in Deed Book 1027 at Page 57. The said Mortgagor conveyed an undivided one-half interest in and to Janie E. Cummings by deed dated November 7, 1975, recorded November 10, 1975, in said R.M.C. Office in Deed Book 1027 at Page 55. The said Janie E. Cummings conveyed her one-half interest in and to the Mortgagor herein by deed of even date to be recorded simultaneously herewith.

This mortgage is junior in lien to that certain note and mortgage heretofore executed unto North Carolina National Bank in the original amount of \$15,500.00, said mortgage being recorded November 10, 1975, in said R.M.C. Office in Mortgage Book 1353 at Page 217, and re-recorded January 6, 1976, in Book 1357 at Page 428.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto, all improvements now or hereafter situated thereon, and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto).

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