

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
FEB 2 1964
R.H.C. MOLEY

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Bob Jones University
Greenville, S.C. 29644

WHEREAS, RANDALL HABEGGER AND CHRISTA HABEGGER

(hereinafter referred to as Mortgagor) is well and truly indebted unto Berthold W. Rumminger and Frieda K. Rumminger

(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 Twenty-five Thousand and no/100----- Dollars (\$ 25,000.00) due and payable according to the terms of the note signed of even date herewith.

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:

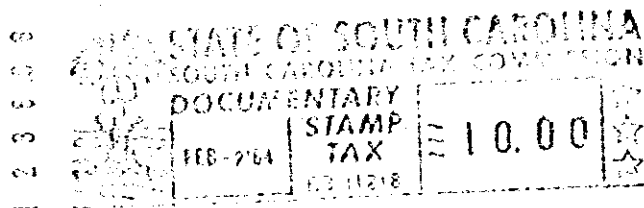
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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~~ ^{unit} with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Unit No. A-27 of Middleton Place Horizontal Property Regime as is more fully described in Master Deed dated August 31, 1976, and recorded in the RMC Office for Greenville County, S.C., in Deed Book 1042, Pages 230 through 296, inclusive, and survey and plot plan recorded in the RMC Office for Greenville County in Plat Book 5-R, Pages 87 A through 87 D.

This conveyance is subject to all restrictions and easements as set out in the Master Deed, Exhibits and Appendices attached hereto; recorded plats or as may appear on the premises.

This being the same property conveyed to Mortgagor herein by Mortgagee herein, signed of even date herewith and recorded simultaneously herewith in the RMC Office for Greenville County, South Carolina in Deed Book at page .

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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 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.

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