

FILED
GREENVILLE CO. S.C.

MORTGAGE

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JUN 27 12 39 PM '84

THIS MORTGAGE is made this 27th day of June 1984, between the Mortgagor, M.F. Deaf Cummings and Naomi F. Cummings (herein "Borrower"), and the Mortgagee, The Kissell Company, a corporation organized and existing under the laws of Ohio, whose address is 30. Warder Street, Springfield, Ohio 45501 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of Thirty Thousand and No/100 (\$30,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 27, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 2014;

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 the State of South Carolina, County of Greenville, being known and designated as Lot No. 34 of a subdivision known as River Downs, according to a plat thereof prepared by Piedmont Engineers, Architects and Planners, dated July 17, 1974, and recorded in the RMC Office for Greenville County in Plat Book 4-R at Pages 75 and 76 and having such metes and bounds as are shown thereon.

THIS being the same property conveyed to the mortgagors herein by deed of Thomas C. and Jacquelyn C. Gaul as recorded in the RMC Office for Greenville County, S.C., herewith.

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94028
STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
JUN 27 '84
STAMP
TAX
RE 11212
12:00

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which has the address of 116 Shetland Way, Greer, S.C. 29651 (herein "Property Address");

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 if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised 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 declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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