DEC 4 3 02 PM 1967

MORTGAGE OF REAL ESTATE-Mann, Foster, Johnston & Ashmore, Attorneys at Law, Justice Building, Greenville, S. C OLLIE FARNSWERTH

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Daniel L. Cunningham and Dorothy E. Cunningham

(hereinafter referred to as Mortgagor) is well and truly midebted unto Southern Bank and Trust Company

(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 Eight Thousand Eight Hundred and No/100 Dollars (\$ 8,800.00)

) due and payable

on or before one year from date,

with interest thereon from date advance

at the rate of SEVEN

per centum per annum, to be paid: to be paid in

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, in Chick Springs Township, on the northwestern side of Dual Lane Highway #29, about one mile west from Taylors, South Carolina, adjoined by lands of C. H. Taylor, Wavra and William S. Edwards, and containing one-half acre, more or less. The property is more fully described as follows:

Beginning at an iron pin on the northwestern corner of lot now or formerly owned by C. H. Taylor and running thence S. 40 E. 210 feet to an iron pin in the right-of-way of Dual Lane Highway #29; thence with the said Highway, N. 51-00 E. 105 feet to an iron pin at the corner of lot now or formerly owned by Wavra; thence with the line of said lot, N. 40½ W. 210 feet to an iron pin; thence S. 51-00 W. 105 feet to the point of beginning. Being the same lot as described in Deed Book 427, at page 402.

## ALSO:

All that piece, parcel or lot of land in Chick Springs Township, Greenville County, State of South Carolina, having according to plat of the Property of Louise W. Bruce, made by Dalton & Neves, January, 1951, the following metes and bounds:

Beginning at an iron pin on the northeastern corner of lot now or formerly owned by Jim Wavara and running thence along the rear line of Property of Jim Wavara, property now or formerly of H. Taylor and others, S. 51-52 W. 109.7 feet to an iron pin; thence continuing S. 51-37 W. 225.5 feet to an iron pin in line of property now or formerly owned by R. R. Martin; thence with line of property of R. R. Martin, N. 39-25 W. 119.9 feet to an iron pin in line of property now or formerly owned by William S. Edwards; thence with line of said property, N. 52-35 E. 336.5 feet to an iron pin in line of property now or formerly owned by D. P. Dempsey; thence with line of Dempsey property, S. 38-42 E. 114.1 feet to the beginning corner. This is the same lot conveyed to grantor by deed of William S. Edwards recorded in Deed Book 430, at page 285.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.

PAID IN FULL & BATISIFIED, tology day of School Co.