

MORTGAGE OF REAL ESTATE - G.R.E.M. 2

PROVINCE-PANHANDLE CO. - GREENVILLE 17419

THE STATE OF SOUTH CAROLINA, }
County of Greenville,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

We, A. J. Boiter and Ella G. Boiter, of Greenville, S. C., SEND GREETINGS:

Whereas, we the said A. J. Boiter and Ella G. Boiter
in and by our certain promissory note in writing, of even date with these presents, are
well and truly indebted to P. D. Cunningham and L. A. Cunningham

in the full and just sum of TWO THOUSAND, EIGHT HUNDRED AND NO/100 *in full*
(\$2,800.00) Dollars, to be paid to be paid in annual installments of
ONE THOUSAND AND NO/100 - (\$1,000.00) DOLLARS EACH, with privilege of anticipatory payment of
any part or all of the principal debt at any time before maturity.

with interest thereon from date at the rate of six per centum per annum, to be computed and paid X

interest at same rate as principal; and if any portion of principal or interest be at any time due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of his interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including 10 per cent. of the indebtedness as attorneys' fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, that we, the said A. J. Boiter and Ella G. Boiter
P. D. Cunningham and L. A. Cunningham, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to the said
A. J. Boiter and Ella G. Boiter
in hand well and truly paid by the said P. D. & L. A. Cunningham

PAID + satisfied this Jan. 26
Office of the Recorder of Deeds
RECORDED 26 DAY OF JAN 1946
11:10 O'CLOCK
K 1334
SATISFIED AND CANCELLED
OFFICE OF THE RECORDER OF DEEDS
FOR GREENVILLE COUNTY, S. C.

receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents as grant, bargain, sell and release unto the said

P. D. Cunningham and L. A. Cunningham, their heirs and assigns forever:

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, and in Chick Springs Township, School District 9-D, on the north side of the old Spartanburg road, about eight miles from the City of Greenville, containing 52.85 acres, more or less, and having, according to a survey made by H. S. Brockman on January 26, 1945, the following metes and bounds, to-wit:

plat B-95

BEGINNING at an iron pin near the south side of the old Spartanburg road at the corner of Tract No. 2 of the William B. Green estate, now or formerly belonging to J. W. Powell, et al., and running thence S. 68-45 E. 330 feet to an iron pin on the south side of the old Spartanburg road thence N. 60-15 E. 41 feet to an iron pin in the center of said Spartanburg road at the corner of Tract No. 1, of the property of J. D. Burnett estate; thence along the center of said old Spartanburg road, S. 75-15 E. 331 feet to an iron pin in the center of said road at the corner of Tract No. 2 of the J. D. Burnett estate, said lot now belonging to H. O. Coker; thence along the line of said Lot No. 2, N. 14-45 E. 473 feet to a stake at the joint rear corner of Tracts Nos. 1 and 2, of the J. D. Burnett estate in line of Tract No. 3 of the William B. Green estate; thence along the rear line of Lots 2, 3, 4, 5, 6 and 7, of the Burnett estate, N. 81-00 E. 484 feet to an iron pin, and thence N. 51-46 E. 915 feet to the corner of the Eula Hammett tract, which is also a part of Tract No. 3 of the Green estate; thence N. 37-30 W. 1623 feet to a stake at corner of Earl Hudson tract; thence S. 48 W. 706 feet to an iron pin; thence along Powell's property, S. 12-15 E. 268 feet to an iron pin; thence S. 14-30 W. 396 feet to an iron pin; thence S. 7-30 W. 505 feet to the beginning corner. The above described tract is composed of Tract No. 1 of the J. D. Burnett estate, and the major portion of Tract No. 3 of the William B. Green Estate, and is the same conveyed to me by P. D. and L. A. Cunningham by deed of even date herewith, not yet recorded, this mortgage being given to secure the unpaid portion of the purchase price thereof.