

MORTGAGE OF REAL ESTATE

State of South Carolina

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

I, H. L. Cunningham, Jr.,

SEND GREETING:

WHEREAS, I the said H. L. Cunningham, Jr.

in and by my certain promissory note in writing of even date with these Presents, am well and truly indebted unto the CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., in the full and just sum of

Three thousand and no/100 - - - - - (\$ 3,000.00) Dollars,

with interest from the date hereof at the rate of seven per cent (7 %) per annum, unpaid interest to bear interest at the same rate, to be repaid in installments of

Forty-eight and no/100 - - - - - (\$ 48.00) dollars

due and payable on the 5th day of each and every calendar month hereafter until the full principal sum, with interest and all costs, insurance, and expenses incurred in connection with said loan, has been paid, said monthly payments to be applied first to the payment of interest, and then to payment of principal, costs, expenses and insurance, if any, incurred; and said note further providing that if at any time any portion of the principal or interest due hereunder shall be past due and unpaid for a period of sixty (60) days, or upon failure to comply with any of the by-laws of said Association, or with any of the stipulations of this mortgage, the whole amount due under said note, shall at the option of the holder become immediately due and payable, and said note further providing for a reasonable attorney's fee besides all costs and expenses of collection, to be added to the amount due on said note, and collectible as a part thereof, if the same be placed with an attorney for collection, or if said debt, or any part thereof, be collected by an attorney or by legal proceedings of any kind.

KNOW ALL MEN BY THESE PRESENTS, That I the said

H. L. Cunningham, Jr., in consideration of the said debt and sums of money aforesaid, and for the better securing the payment thereof to the said CITIZENS BUILDING & LOAN ASSOCIATION, Greer, S. C., according to the terms of the said note, and also in consideration of the further sum of Three (\$3.00) Dollars to me the said mortgagor in hand well and truly paid by the said mortgagee, at and before the sealing and delivery of these Presents (receipt of which is hereby acknowledged), have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., its successors and assigns:

That certain lot, parcel or tract of land, with all improvements now constructed thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville on the South side of Pennsylvania Avenue in the City of Greer, Chick Springs Township and designated as Lot No. 33 of the property of I. O. Robison, according to survey and plat thereof by H. S. Breckman, Surveyor, dated November 21, 1939, recorded in Plat Book O, page 13, R.M.C. Office for Greenville County, and having the following courses and distances, to wit:

BEGINNING at an iron pin on South side of Pennsylvania Avenue, corner of Lot No. 32, and running thence S. 13.00 W. 175.1 feet to iron pin; thence S. 75.35 E. 60 feet to iron pin, corner of Lot No. 34; thence N. 13.00 E. 183.6 feet to iron pin on avenue; thence along same, N. 83.00 W. 60 feet to the beginning corner.

This is a portion of the same property conveyed to LeRoy Duncan by Deed of I. O. Robison, recorded in Deed Book 427, page 33, R.M.C. Office for Greenville County and the same lot of land conveyed to me by Deed of LeRoy Duncan dated May 14, 1951, to be recorded in R.M.C. Office for Greenville County.

Paid Aug 1, 1952

*Citizens B & L Association
Greer, S.C. W.A. Medlock, Secty. - Treas.*

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P. 17372
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*W.D. Chidens
witness*