829 Halt 404

THE STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

1 COLLEGE - HORATH

To All Whom These Presents May Concern:

SEND GREETING:

, the said E. F. CUNNINGHAM AND ROSE M. CUNNINGHAM, in and by OUR note in writing, of even date with these certain PROMISSORY Presents. ARE well and truly indebted to L. O. CLARY AND EULA R. CLARY; in the full and just sum of - - - - - - - - FIVE THOUSAND (\$5,000.00) DOLLARS --- - - , to be paid in full Six (6) months from date,

, with interest thereon from date

at the rate of 6% per centum per annum, to be computed and paid semi-annually

until paid in full; all interest not paid when due to bear

interest at same rate as principal; and if any portion of principal or interest be at any time past 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 E. F. Cunningham & Rose M.

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 L. O. Clary and Eula R. Clary consideration of the further sum of Three Dollars, to us , the said E. F.& Rose M.

, in hand well and truly paid by the said L. O. Clary & Eula R. Cunningham

at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said L. O. CLARY AND EULA R. CLARY, THEIR HEIRS AND ASSIGNS FOREVER:

ALL that certain piece, parcel and tract of land in Chick Springs Township, County and State aforesaid, known am designated as Lot No. Twelve (12) on a Plat of "Rosedale Sub-Division", prepared by C. O. Riddle, R.L.S., in February, 1959, and recorded in the R.M.C. Office for Greenville County in Plat Book "MM", at Pages 128 and 129; Said lot having the following metes and bounds, to-wit:

BIGHNAIG at an iron pin on the South side of Rosemary Lane, at the joint front corners of Lots Eleven (11) and $T_{
m W}$ elve (12), and running thence with Rosemary Lane S. 69-15 E., 145.6 feet to an iron pin, being the joint front corners of Lots Twelve (12) and Thirteen (13); Thence along the common line of said Lots Twelve (12) and Thirteen (13) S. 20-45 W., 148.1 feet to an iron pin; Thence N. 68-56 W., 92.6 feet to an iron pin; Thence N. 39-32 W., 61.2 feet to an iron pin at the joint rear corners of Lots Eleven (11) and Twelve (12); Thence along the common line of said Lots Eleven (11) and Twelve (12) N. 20-45 E., 117.3 feet to the point of beginning.

Paid in full on this 11st day
of January, 1961.

L. S. Clary

Witnesseth: Eula F. Clary

Clifford F. Gaddy

SATISFIED AND CANCELLED OF RECORD R. M. C. FOR GREENVILLE COUNTY, S. C. AT4:44 O'CLOCK M. NO. 17523