MORTGAGE, OF REAL ESTATE-Prepared by Rainey, Fant & Horton, Attorneys at Law, Greenville, S. C.

GREENVILLE CO. S.C. BOOK 947 PAGE 383

The State of South Carolina,

COUNTY OF Greenville

JAN 30 3 51 PM 1964

OLLIE FARRS NORTH

R. M.C.

To All Whom These Presents May Concern:

WILLIAM B. DUCKER

SENDS CREETING.

Thereas,

, the said William B. Ducker

hereinafter called the mortgagor(s) in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to Ed Cunningham and Rose M. Cunningham

hereinafter called the mortgageeis), in the full and just sum of Twenty Thousand and No/100-----

_____DOLLARS (\$ 20,000.00), to be paid

on January 2, 1965

, with interest thereon from date

at the rate of Six (6%)

annually

percentum per annum, to be computed and paid until paid in full; all interest not paid when due to bear

interest at the same rate as principal.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or convenant contained herein, then the whole amount evidenced by said note to become immediately due at the option of the holder thereof, 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 its 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 ten (10%) per cent, of the indebtedness as attorney's 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 I, the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to Me, the said mortgagor(s) in hand and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said ED CUNNINGHAM and ROSE M. CUNNINGHAM, THEIR HEIRS AND ASSIGNS, FOREVER:

ALL that parcel or tract of land situate on the West side of Kimbrell Road, near the City of Greenville, in Greenville County, S. C., and having, according to a survey made by Dalton & Neves, Engineers, November, 1963, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the West side of Kimbrell Road at corner of lands now or formerly of Hilliard Travis, said pin also being 826 feet in a Southwesterly direction measured along the West side of Kimbrell Road from the Southwest corner of Kimbrell Road and Brushy Creek Road, and runs thence along said Travis line N. 85-11 W., 784.6 feet to an iron pin; thence along the line of property now or formerly W. L. Cunningham S. 6-33 W., 1,895.9 feet to an iron pin; thence N. 63-30 E. along line of property of B. E. Smith, Sr., L. V. Stoke, and Clarence L. Dillard 943.5 feet to an iron pin on the West side of Kimbrell Road; thence along Kimbrell Road N. 23-35 W., 166.1 feet to an iron pin; thence still along Kimbrell Road N. 15-54 W., 172 feet to an iron pin; thence still with said road N. 22-0 W., 238 feet to an iron pin; thence with the curve of Kimbrell Road (the chord being N. 5-37 E., 100 feet) to an iron pin; thence still with Kimbrell Road N. 23-42 E., 575 feet to an iron pin; thence still along Kimbrell Road N. 27-12 E., 250 feet to the beginning corner and contains 25.38 acres.

a mortgage paid and satisfied this
day of July, 1964.

Gase M. lumingham

Satisfied and cancelled of REC

Thituess: Burgess Batrick E. Funt

BATISFIED AND CANCELLED OF RECORD

Blie Falenalization

R.M.C. FOR GREENVILLE COUNTY, S. C.

AT / D. 370 CLOCK (J. M. NO. 3585