

State of South Carolina,

OLLIE FARNSWORTH
R. M. C.

COUNTY OF GREENVILLE

To all Whom These Presents May Concern:

I, J. Frank Simmons

SEND GREETING:

Whereas, I the said J. Frank Simmons

in and by my certain Promissory, note in writing, of even date with these presents,
am well and truly indebted to J. G. Cunningham

in the full and just sum of Five Hundred Fifty and No/100 (\$550.00) Dollars
to be paid \$10.00 on July 24, 1948, and a like payment on the 24th day
of each and every month thereafter until paid in full, with full privilege of
anticipation at any time

with interest thereon from date
at the rate of Six per cent. per annum, to be computed and paid monthly

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, then 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; said note further providing for an attorney's fee of ten (10%) per cent. of the amount due thereon, besides all costs and expenses of collection, to be added to the amount due on said note and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by the said note, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That the said Mortgagor in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to the said Mortgagor in hand well and truly paid by the said Mortgagee, 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 and release unto the said Mortgagee, and, his Heirs and Assigns forever, all and singular that certain piece, parcel, lot or tract of land situate, lying and being in Greenville Township, Greenville

County, State aforesaid, on the North side of Rodney Street, being known and designated as lot # 41 of the Property of J. P. Rosamond, as shown on Plat Recorded in Plat Book "H" at Page 186, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the Northeast corner of an unnamed street and Rodney Avenue, and running thence along the North side of Rodney Avenue, S. 64-45 E. 65 feet to iron pin at corner of lot # 42; thence along line of lot # 42, N. 25-15 E. 160 feet to iron pin at corner of lot # 12; thence with line of lot # 12, N. 64-45 W. 65 feet to iron pin on unnamed street; thence with Eastern side of said unnamed street, S. 25-15 W. 160 feet to the point of beginning. Being the same premises conveyed to the mortgagor by J. G. Cunningham by deed to be recorded herewith.

This mortgage is given to secure the unpaid portion of the purchase price.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said Premises unto the said Mortgagee and his Heirs and Assigns forever, And I do hereby bind myself, my Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto said Mortgagee and his Heirs and Assigns, from and against myself and my Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim same or any part thereof.

*Paid and Satisfied
Jan. 15, 1949
J. G. Cunningham*

*18
Ollie Farnsworth
11:44 a.
49
1176*

*Witness
J. D. [unclear]*