BOOK 1144 PAGE 65

The State of South Carolina,

County of GREENVILLE

GREENVILLE CO. S. C.

DEC | 10 09 AH '69 PURCHASE MONEY MORTGAGE
OLLIE FARMSWORTH

## To All Whom These Presents May Concern:

E. F. CUNNINGHAM and ROSE M. CUNNINGHAM

SEND GREETING:

Whereas, we the said E. F. Cunningham and Rose M. Cunningham in and by Our certain promissory note in writing, of even date with these presents, are well and truly indebted to CLARENCE L. DILLARD

in the full and just sum of Forty-Nine Thousand Six Hundred and No/100ths (\$49,600.00)

Dollars to be paid in four (4) annual installments of \$10,000.00 each, beginning January 1, 1970, and continuing on a like day of each succeeding year thereafter with the balance of sald principal, if not sooner paid, to be due and payable January 1, 1974.

, with interest thereon from date as provided in said promissory note

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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; 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 or 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 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 we , the said E. F. Cunningham and 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 Clarence L.

Dillard

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to us , the said E. F. Cunningham and Rose

M. Cunningham , in hand well and truly paid by the said Clarence L. Dillard

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 CLARENCE L. DILLARD:

All that piece, parcel or tract of land, containing 17.20 acres, more or less, situate, lying and being on the Northern side of Old Spartanburg Road near the City of Greenville, County of Greenville, State of South Carolina, and having according to a plat prepared by C. O. Riddle, dated November 1969, entitled "Property of Clarence L. Dillard, et al.", recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book  $\underline{\mathcal{HC}}$  at page  $\underline{/99}$ , the following metes and bounds:

BEGINNING at an iron pin at the Northwestern corner of the intersection of Old Spartanburg Road and Kimbrell Road, and running thence with the Northern side of Old Spartanburg Road S. 74-34 W. 148.7 feet to an iron pin; thence continuing with the Northern side of Old Spartanburg Road

(continued on reverse side)