

THE STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, D.F. Cunningham SEND GREETING:

WHEREAS, I, the said D.F. Cunningham

in and by my certain two promissory note in writing, of even date with these presents, am well and truly indebted to

Furman University

in the full and just sum of Four thousand five hundred (\$4,500.00)

Dollars, to be paid one note of fifteen hundred (\$1500.00) Dollars, payable Five hundred (\$500.00) Dollars one year after date; Five hundred (\$500.00) Dollars two years after date, and five hundred (\$500.00) Dollars three years after date, and the other note for Three thousand (\$3000.00) Dollars payable three years after date

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

until paid in full; all interest not paid when due to bear interest at the rate of 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 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 legal proceedings, the mortgagor promises to pay all costs and expenses, including 10 per cent of the 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, D.F. Cunningham

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Furman University

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said D.F. Cunningham

in hand, well and truly paid by the said Furman University

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 Furman University: 1. All that piece, parcel or tract of land

situate, lying and being in Bates Township, about thirteen miles in a northwesterly direction from the City of Greenville, County and State aforesaid, containing 177 acres, more or less, according to a plat thereof by W.A. Hester, Surveyor on February 6th, 1922, and having the following metes and bounds, courses and distances, to-wit: Beginning at a stone on, on or near the south side of the road, corner of Robert Springfield's land and running S. 33-3/4 E. 39.96 chains to a stone on; thence S. 88-1/4 E. 18.78 chains to an iron pin; thence N. 8-3/4 E. 11.50 chains to an iron pin; thence N. 21-1/2 E. 8.50 chains to a stone near branch; thence N. 76-1/2 E. 60 links to a black gum on branch; thence in a northerly direction with the meanderings of said branch 11.65 chains to a stone on; thence N. 30-1/2 W. 10.40 chains to stone on; thence N. 46 W. 7.20 chains to a sycamore x30m; thence N. 37-1/2 W. 7.65 chains to a stone; thence N. 38 E. 5.80 chains to a stone; thence N. 62 W. 17.60 chains to a stone on; thence S. 31 W. 34.20 chains to the beginning corner; bounded on the west by lands of Robert-Springfield and Henry Crewel; on the south by lands of Thomas McCauley Estate; on the East by lands of Lee Cunningham, and on the north and northeast by lands of Lee Cunningham, and on the north and northeast by lands of J.M. Bouchillons; this tract of land being the remainder of two tracts conveyed to me by J.A. Mooney by his deed dated October 11, 1890 and recorded in the R.M.C. Office for Greenville County in Deed Book XX, page 141.

2. Also that piece, parcel or tract of land situate, lying and being in Bates Township, County and State aforesaid, on the Jones Gap Road about 11-1/2 miles in a northwesterly direction from the City of Greenville, and containing 20-1/4 acres, more or less, on which is located my dwelling, store-house and gin, said tract consisting of two parcels of land, one of 17-1/4 acres purchased by me from G.W. Nichols, et al. Executors, by deed recorded in Vol. 28, page 76, and the other tract containing three acres, which was purchased by me from A.C. Carter by deed recorded in Volume RRR, page 414, said tract being bounded by lands of M.O. Carter on the north; by lands of W.A. Hester on the West, by lands of Reese Hunt on the South, and on the East by the Jones Gap Road.

State of South Carolina, County of Greenville. Waiver of Mortgage of Lien. For value received, I, Orrie Cunningham, the owner and holder of a note and mortgage executed to me by D.F. Cunningham on January 12th, 1922, to secure \$10,000.00, recorded in Mortgage Book 108, page 129 do hereby waive the priority of the lien of my said mortgage in favor of the within mortgage of \$4500.00 to Furman University, so that the said mortgage to Furman University shall constitute a first mortgage and my mortgage for \$10,000.00 a second mortgage over the 20-1/4 acre tract described in the within mortgage. Witness my hand and seal this February 9th, A.D. 1922.

In presence of: Edna James Lockwood, Orrie Cunningham (L.S.) James H. Price. State of South Carolina, County of Greenville. Personally appeared before me Edna James - Lockwood and made oath that she saw the within named Orrie Cunningham sign, seal and as her act and deed deliver the within written Waiver of Priority of Lien and that she with James H. Price witnessed the execution thereof. Sworn to before me this 9th, day of February 1922. James H. Price (L.S.) Edna James Lockwood Notary Public for South Carolina.

LIEN RELEASED BY SALE UNDER FORECLOSURE A.D. 1929 72 DAY OF FEBRUARY 1929 SEE JUDGMENT ROLL IN C.C.C. 1048