

MORTGAGE

STATE OF SOUTH CAROLINA, }
COUNTY OF Greenville } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN:

T. Allen Cunningham and Nellie Mae Cunningham

Greenville, South Carolina

of
, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor ~~is~~ ^{are} well and truly indebted unto Aiken Loan & Security Co.

, a corporation

organized and existing under the laws of South Carolina, hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of **Thirty-six Hundred and no/100** Dollars (\$3,600.00), with interest from date at the rate of **four and one-half** per centum ($4\frac{1}{2}$ %) per annum until paid, said principal and interest being payable at the office of **Aiken Loan & Security Co.** in **Florence, South Carolina**, or at such other place as the holder of the note may designate in writing in monthly installments of **Twenty and 02/100** Dollars (\$ 20.02), commencing on the first day of **November**, 1940, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of **October**, 19 **65**.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto the Mortgagee, its successors and assigns, the following-described real estate situated in the County of **Greenville**, State of South Carolina:

All that certain piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, near the City of Greenville, on the Southeast side of Central Street, being known and designated as the Western portion of lot No. 13 as shown on a plat of East Overbrook made by Will D. Neves and recorded in the R. M. C. Office for Greenville County in Plat Book C, at page 274, and having, according to said plat and a more recent survey entitled property of T. Allen and Nellie Mae Cunningham, made by A. Newton Stall, July 24th, 1940, the following metes and bounds, to-wit:-

BEGINNING at an iron pin on the Southeast side of Central Street, joint corner of lots Nos. 13 and 15, which iron pin is 180 feet in a Northeasterly direction from the Southeast intersection of Central Street and Brookside Street, and running thence with the joint line of said lots S. 38-41 E. 199 feet to an iron pin on the Northwest side of a 15.5 foot alley; thence with the Northwest side of said alley N. 42-35 E. 53 feet to an iron pin; thence N. 36-38 W. 199 feet to an iron pin on the Southeast side of Central Street; thence with the Southeast side of said Street S. 43-45 W. 60 feet to the beginning corner. Being the same lot of land conveyed to the mortgagors herein by J. Lee Poole by deed dated April 12th, 1940, and recorded in the R. M. C. Office for Greenville County in Deed Book 220 at page 254.

State of South Carolina
County of Greenville

The description in this mortgage being incorrect and erroneous and the loan not being consummated thereon, this mortgage is declared null and void and of no effect and the lien of this mortgage is forever satisfied and the Clerk of Court for Greenville County, South Carolina, is hereby authorized and directed to cancel this mortgage of record. Dated at Florence, South Carolina, this the 5th day of August, 1940

In the presence of:-
Mary Lee Robbins
Mable Walters

Aiken Loan & Security Company,
By: J. B. Aiken Jr.
J. B. Aiken, Jr. Secretary

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.