

# MORTGAGE

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

TO ALL WHOM THESE PRESENTS MAY CONCERN:  
**Greenville, S. C.**

**I, W. Clarke Cunningham**

hereinafter called the Mortgagor, send(s) greetings of

WHEREAS, the Mortgagor is well and truly indebted unto **Aiken Loan & Security Company**

organized and existing under the laws of **the State 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-four Hundred and No/100** Dollars (\$ **3,400.00** ), with interest from date at the rate of **four and one-half** percentum ( **4½** %) per annum until paid, said principal and interest being payable at the office of **Aiken Loan & Security Company** in **Florence, South Carolina**, or at such other place as the holder of the note may designate in writing, in monthly installments of **Eighteen and 90/100** Dollars (\$ **18.90** ), commencing on the first day of **September**, 19 **41**, 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 **August**, 19 **66**.

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 in the County of **Greenville**, State of **South Carolina**, being known and designated as Lot No. 2, as shown on plat of property of **G. DeWitt Auld**, made by **T. C. Adams**, Engineer, April, 1940, and revised May, 1940, which plat is recorded in the **R. M. C. Office for Greenville County, S. C.**, in Flat Book **J**, at page **211**, and having, according to a more recent survey entitled "**Property of W. Clarke Cunningham**", made by **A. Newton Stall**, Surveyor, May 17, 1941, the following metes and bounds, to-wit:-

BEGINNING at an iron pin on the North side of **Charlotte Street**, at the joint corner of **Lots No. 2 and 3**, which iron pin is **430.6** feet in a Westerly direction from the intersection of **Charlotte Street and Haviland Avenue**, and running thence with the North side of **Charlotte Street**, **N. 63-59 W. 59.4** feet to an iron pin; thence still with the North side of **Charlotte Street**, **N. 57-40 W. 10.6** feet to an iron pin, joint corner of **Lots No. 1 and 2**; thence with the joint line of said lots, **N. 18-26 E. 185.5** feet to an iron pin joint rear corner of **Lots No. 1 and 2**; thence **S. 60-26 E. 94.65** feet to an iron pin joint rear corner of **Lots No. 2 and 3**; thence with the joint line of said lots **S. 26-01 W. 179.25** feet to the beginning corner.

STATE OF SOUTH CAROLINA  
COUNTY OF **GREENVILLE**

## ASSIGNMENT

FOR VALUE RECEIVED, The undersigned does hereby transfer and assign unto **CHITTENDEN COUNTY TRUST COMPANY**, or its order, without recourse, the certain mortgage, and the note thereby secured made and executed by **W. Clarke Cunningham** dated 3rd day of **April, 1941** and duly recorded in **Book 302 Page 253** in the office of the Clerk of Court for said County and State.

This the 22nd day of **October, 1941**.

In the presence of  
Mary Lee Robbins  
Mabel Walters

**AIKEN LOAN & SECURITY COMPANY**  
BY J. B. Aiken, Jr., Secretary

STATE OF SOUTH CAROLINA  
COUNTY OF **FLORENCE**

PERSONALLY appeared before me **Mary Lee Robbins** who, being duly sworn, says that she saw **Aiken Loan & Security Company**, by **J. B. Aiken, Jr.** its Secretary, sign, seal and execute and as its act and deed, deliver, the foregoing assignment for the uses and purposes therein mentioned, and that she with **Mabel Walters** witnessed the due execution and delivery thereof.

Sworn to and subscribed before me this  
the 22nd day of **October, 1941**.

Mary Lee Robbins

Mabel Walters

Notary Public in and for **South Carolina**

(Seal) My commission expires at the pleasure of the **Governor**.

Assignment recorded this 21st day of **November, 1941**, at 9:00 A. M. #16729. By **C. L.**

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all 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.