

VOL 442 PAGE 186

THE STATE OF SOUTH CAROLINA }  
COUNTY OF Greenville

NOV 16 3 49 PM 1948

ILLIE FARNSWORTH  
R.M.O.

To All Whom These Presents May Concern:

E. A. Cunningham and Mary Jane Cunningham SEND GREETING:

Whereas, we, the said E. A. Cunningham and Mary Jane Cunningham  
in and by our certain promissory note in writing, of even date with these  
Presents, we are well and truly indebted to Frances B. Kyle

in the full and just sum of (\$1547.53) Fifteen Hundred Forth Seven and 53/100 - - - - -

dollars, to be paid to be paid in 36 consecutive monthly payments of \$47.09  
The first payment due and payable October 1, 1949 and on the same date of each month  
thereafter until fully paid. These payments include both principal and interest  
payments at the rate of 6%.

~~with interest due from~~

~~to the interest due from~~

~~and 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,  
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 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 attorneys' 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. A. Cunningham and Mary Jane Cunningham  
, in consideration of the said debt and  
sum of money aforesaid, and for the better securing the payment thereof to the said

Frances B. Kyle according to the terms of the said note, and also in  
consideration of the further sum of Three Dollars, to us, the said E. A. Cunningham and Mary  
Jane Cunningham, in hand well and truly paid by the said Frances B. Kyle

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

Frances B. Kyle

All that piece, parcel or lot of land in Greenville Township, Greenville County, S. C.  
and in the city of Greenville, on the western side of Alaska Avenue, and being known  
and designated as Lot No. 37, and according to a map of Parkview made by Dalton and  
Neves Engineers, June 19, 1942, and recorded in the R. M. C. Office for Greenville Co.,  
in Plat Book M, page 49 and having according to said plat the following metes and  
bounds to-wit: BEGINNING at an iron pin on the western side of Alaska Avenue, joint  
front corner of Lots Nos. 36 and 37, and running thence along the common line of said  
lots S. 63-45 150 ft. to an iron pin in the rear line of Lot no. 39; thence along  
the rear line of Lots Nos. 30 and 29 N. 26-16 W. 50 ft. to an iron pin joint rear  
corner of Lots Nos. 38 and 37; thence along the common line of said last mentioned  
lots, N. 63-45 E. 150 ft. to an iron pin on the western side of Alaska Avenue; thence  
along the western side of Alaska Avenue, S. 26-15 E. 50 ft. to an iron pin the  
beginning corner.

The rear 5 feet of the above described lot has previously been reserved for utilities  
installations.

Being a portion of the same property conveyed to me by Mae N. Bennett, the deed dated  
March 24, 1948, which deed appears of record in the R. M. C. Office for Greenville  
County in Volume 383, page 139.

*For Satisfaction see R. E. M. Book 460, Page 558. (550)*

*Illie Farnsworth*

*3:47 P. 12560*