

State of South Carolina,

AUG 19 5 18 PM 1933

County of GREENVILLE

We, William Fred Cunningham and Elizabeth F. Cunningham

SEND GREETING:

WHEREAS, We the said William Fred Cunningham and Elizabeth F. Cunningham

in and by OUR certain promissory note in writing, of even date with these presents are well and truly indebted to CANAL INSURANCE COMPANY

in the full and just sum of Ten Thousand and No/100 (\$ 10,000.00) DOLLARS, to be paid Canal Insurance Company in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of Five and one-half (5 1/2 %) per centum per annum, said principal and interest being payable in 300 (monthly) installments as follows:

Beginning on the 1st day of October, 1958, and on the 1st day of each month of each year thereafter the sum of \$ 61.41, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of August 1983, and the balance of said principal and interest to be due and payable on the 1st day of September 1983; the aforesaid monthly payments of \$ 61.41 each are to be applied first to interest at the rate of five & one-half 5 1/2 % per centum per annum on the principal sum of \$ 10,000.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as herein provided, including any past due taxes or insurance premiums, the same shall bear simple interest from the date of such default until paid at the rate of 5 1/2 per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, 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 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 ten (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 William Fred Cunningham and Elizabeth F. Cunningham, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said William Fred Cunningham and Elizabeth F. Cunningham according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us the said William Fred Cunningham and Elizabeth F. Cunningham in hand and truly paid by the said Canal Insurance Company at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Canal Insurance Company

All that piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot 54, Section 2, on plat of White Horse Heights, plat of which is recorded in the RMC Office for Greenville County in Plat Book BB, pages 182 and 183, and having, according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the Northerly side of Jolly Avenue joint corner with Lot 55, and running thence N. 21-13 W. 181.8 feet to an iron pin; thence along the line of Lot 9, S. 70-42 W. 99.7 feet to an iron pin on Vale Street; thence along Vale Street as follows: S. 13-05 E. 67.9 feet to an iron pin, S. 0-50 E. 67.9 feet to a point and S. 5-22 W. 25.5 feet to a point; thence around the curve of the intersection of Vale Street and Jolly Avenue, the chord of which is S. 52-56 E. 36.8 feet to an iron pin on Jolly Avenue; thence along Jolly Avenue N. 68-47 E. 124.7 feet to an iron pin, the point of beginning.

This property lies in the N/E intersection of Jolly Avenue and Vale Street.