

State of South Carolina

COUNTY OF Greenville

To All Whom These Presents May Concern: I, W.H. Cunningham,

the Mortgagor(s), SEND GREETING: hereinafter called

WHEREAS, the said Mortgagor(s) in and by his certain promissory note in writing, of even date with these Presents, is well and truly indebted to William James Henson

Two Thousand (\$2,000.00) hereinafter called Mortgagee, in the full and just sum of DOLLARS, to be paid one (1) year from the date hereof,

with interest thereon from date at the rate of six per centum per annum, to be computed and paid annually until paid in full; all interest not paid when due to bear interest at the 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 should be placed in the hands of an attorney for suit or collection the Mortgagor(s) agrees to pay all costs and expenses including a reasonable amount 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 the said Mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor(s) paid by the said Mortgagee 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 Mortgagee, William James Henson and his heirs and assigns:

All that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, in Butler Township, on the north side of the public road leading from Leland Cunningham home to Hudson Road at the late James Hudson home, and situated near Rock Hill Baptist Church, adjoining lands of James Hudson Estate, on the south, and other lands of P.D. Cunningham on the west, north and east, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin near a pine on line of James Hudson's Estate, and running thence N. 3/4 E. 4.45 chains to an iron pin in a cleared field; thence S. 53-1/2 E. 2.00 chains to an iron pin in a cluster of small oaks; thence S. 85-1/2 E. 1.33 chains to a point in center of the above mentioned public road; thence with said road, S. 36 E. 1.92 chains to a point in center of public road; thence S. 57-1/4 W. 5.80 chains to the beginning corner, containing 1.88 acres, according to a survey made by J. Earle Freeman on April 16, 1937.

This is the same property conveyed to the mortgagor herein by P.D. Cunningham by deed dated April 16, 1937, recorded in Deed Book 193, at page 364, R.M.C. Office for Greenville County.

*Set Book 166 page 1660
2-14-96*