

REGULATION NO. 22
COMPLIED WITH

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE

JAN 19 11 42 AM '43

WHOM THESE PRESENTS MAY CONCERN

DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, J. Ben Cunningham and Jane H. Cunningham,

(hereinafter referred to as Mortgagor) is well and truly indebted unto M. S. Bailey and Son, Bankers, of Clinton, South Carolina,

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of **Twelve Thousand and Thirty-Seven and 50/100** -----

Dollars (\$ 12,037.50) due and payable

one (1) year from date,

with interest thereon from _____ at the rate of _____ per centum per annum, to be paid:

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) 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:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in O'neal Township, on the east side of Greenville Road, now known as Sandy Flat Road, adjoining lands now or formerly of the Crumley Estate on the north, Bradley on the west and Glenn on the south, and being more fully described as follows, to-wit:

BEGINNING at an iron pin on the Crumley line and Bradley's corner, and being the old roadbed of the Greenville Road and running thence with said old road S. 24-53 W. 176.5 feet to an iron pin in the old road; thence S. 13-20 W. 137 feet to an iron pin in the old road; thence N. 83-37 E. 1,195 feet to an iron pin in branch J.N.M.; thence down the said branch N. 14-54 E. 247 feet to an iron pin; thence N. 00-00 E. 204.5 feet to a fence post by white oak stump, Crumley's corner; thence with Crumley's line S. 78-30 W. 520 feet to an iron pin; thence S. 75-50 W. 660 feet to the beginning corner, containing ten (10) acre, more or less.

LESS, HOWEVER,:

All that piece, parcel or lot of land situate, lying and being in O'neal Township, County of Greenville, State of South Carolina, fronting on Sandy Flat Road and having the following metes and bounds, to-wit:

BEGINNING in the center of Sandy Flat Road at a point N. 10-20 E. 199 feet from the northern corner of property now or formerly of W. G. Bennfield and running thence N. 13-20 E. 137 feet to an iron pin; thence N. 24-53 E. 176.5 feet to an iron pin; thence S. 74-00 W. to a point in the center of Sandy Flat Road; thence in a southwesterly direction with the center of said Road to the point of beginning.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging 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 now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

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

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