MORTGAGE OF REAL ESTATE—Prepared by McKay, Britton, Gibbes & Clarkson, P.A.
Attorneys at Law, Greenville, S.C.

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GREENVILLE CO. S. C.

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DONNIE S. TANKERSLEY
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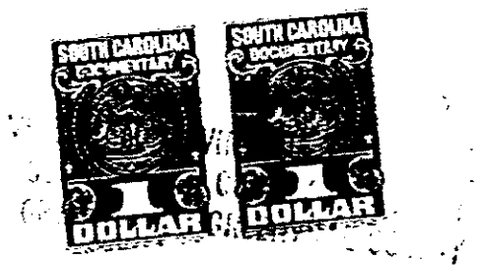
BOOK 1383 PAGE 612

The State of South Carolina,

COUNTY OF GREENVILLE

To All Whom These Presents May Concern: Amos F. Cunningham and Louise L. Cunningham SEND GREETING:

Whereas, We, the said Amos F. Cunningham and Louise L. Cunningham hereinafter called the mortgagor(s) in and by our certain promissory note in writing, of even date with these presents, well and truly indebted to Kenneth R. Hardwick hereinafter called the mortgagee(s), in the full and just sum of Five Thousand and 00/100------- DOLLARS ($5,000.00), to be paid upon the death of the survivor of Amos F. Cunningham and Louise L. Cunningham; bearing no interest.



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 convenant 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 attorney's 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 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(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us, the said mortgagor(s) in hand and truly paid by the said mortgagee(s) 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 Kenneth R. Hardwick, his heirs and assigns:

ALL that certain piece, parcel or lot of land near the City of Greenville, in the County of Greenville, State of South Carolina, being known and designated as the Eastern portion of Lot No. 58, as shown on a map of Overbrook, as shown on a plat thereof recorded in the RMC Office for Greenville County, S.C., in Plat Book E, at page 252, and having, according to said plat, and a more recent survey entitled "Property of O. Y. Brownlee", made by Dalton & Neves, Engineers, September, 1940, the following metes and bounds, to-wit:

BEGINNING at a stake in the West side of Spruce Street and running thence with the West side of Spruce Street S. 46-38 E. 42.9 feet, and still with the West side of Spruce Street, S. 41-50 E. 92.7 feet; thence still with the West side of Spruce Street, S. 41-06 E. 37.2 feet; thence around the curve of Spruce Street and Overbrook Road, the chord of which is S. 27-57 W. 44.1 feet to a stake in the North side of Overbrook Road; thence with the North side of Overbrook Road, S. 89-05 W. 81 feet to a stake; thence N. 6-11 W. 135.6 feet to a point; thence N. 2-44 W. 32 feet to the beginning corner.

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