

THE STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )

## LIEN AGREEMENT FOR NECESSARY REPAIRS

## MORTGAGE

Enoch Cunningham Mortgagor/s)  
to  
Home Owners' Loan Corporation,  
Mortgagee :

Dated 25th day of JULY, 1934.  
Recorded 30th day of July, 1934.  
In the office of the Clerk of Court  
(or RMC) for Richland County,  
S.C., in Book of Mortgages "GY" at  
Page 205.

Secures mortgagor's obligation for  
\$ 688.78 and interest and covers  
lands therein described.

The undersigned owner/s of the real property covered by the lien of the above described mortgage hereby acknowledge/s that repairs necessary to maintain and preserve the improvements upon said property have been made and completed, and that the cost of such necessary repairs, One Hundred NinetySix and 50/100 (\$196.50) Dollars, has been advanced by the Home Owners' Loan Corporation to the undersigned, the receipt of which sum is hereby acknowledged, and which said sum, with interest thereon, the undersigned bind/s and obligate/s himself/themselves to pay as below set out.

It is understood and agreed that the said sum has been advanced under the terms and provisions of the above described mortgage, in payment for repairs necessary to maintain and preserve the improvements upon said property, and the amount of said advance, with interest thereon, is a part of the principal debt secured by the said mortgage, is fully secured thereby, and subject to all of its covenants and provisions applicable thereto. The undersigned hereby bind/s and obligate/s himself/themselves to pay to Home Owners' Loan Corporation on demand the sum of One Hundred NinetySix and 50/100 (\$196.50) Dollars, but until demand is made to pay the sum of \$ 4.07 monthly, beginning on the 25th day of January, 1938, and on the 25th day of each month thereafter until the amount of such advance with interest thereon has been paid in full.

If for any reason or at any time it shall be held that the mortgage aforesaid does not secure the amount of this advance, then the undersigned hereby give/s and grant/s to the Home Owners' Loan Corporation, its successors or assigns, an additional valid lien on said property and improvements to secure said sum, with interest thereon, at the rate which the original note or bond secured by the aforesaid mortgage bears.

The undersigned hereby acknowledge and agree that he/they do not have and will not assert or claim any defenses, offsets, counterclaims, or equities against the payment of the aforesaid sum, together with interest hereon as above specified, or against the validity of the lien securing the same or the enforcement thereof.

This instrument shall bind the heirs, executors, administrators, and assigns of the undersigned.

In witness whereof, I/we have hereunto set my/our hand/s and seal/s this 7 day of Jan, 1938.

Signed, Sealed and Delivered  
in the Presence of:

Elizabeth Morris  
G. B. Graham

Enoch Cunningham (SEAL)  
\_\_\_\_\_  
(SEAL)

THE STATE OF SOUTH CAROLINA )  
COUNTY OF )

Personally comes G. B. Graham who being duly sworn, says that he saw the within named ENOCH CUNNINGHAM sign, seal and as his act and deed, deliver the foregoing instrument for the uses and purposes therein mentioned, and that he with ELIZABETH MORRIS witnessed the due execution and delivery thereof, and subscribed their names as witnesses thereto.

SWORN to before me this 7 day of Jan, 1938.

[Signature] (L.S.)  
Notary Public for South Carolina.



STATE OF GEORGIA

FULTON COUNTY

268  
The indebtedness which this instrument was given to secure having been paid in full, said lien is hereby satisfied, and the Clerk of the Court for Richland County, South Carolina is authorized to cancel same of record.

Witness the hand and seal of this Corporation, this 19<sup>th</sup> day of August, 1939.

HOME OWNERS' LOAN CORPORATION

BY W. M. Mobley  
REGIONAL TREASURER

Executed in the presence  
of:

Hugh A. Fleming  
Luther M. Giesler



STATE OF GEORGIA  
FULTON COUNTY

Personally appeared before me Hugh A. Fleming who being duly sworn, deposes and says that he saw the above named Home Owners' Loan Corporation by \_\_\_\_\_, Regional Treasurer sign, seal and as its act and deed deliver the foregoing instrument of satisfaction and that he with Luther M. Giesler witnessed the due execution and delivery thereof.

Sworn to before me this 19<sup>th</sup> day of August, 1939.

Haw Wilson (L.S.)

Hugh A. Fleming

*Notary Public, State at Large, Atlanta, Ga.  
My Commission Expires June 9, 1942.*



THE STATE OF SOUTH CAROLINA,

COUNTY OF **RICHLAND**

RENUNCIATION OF DOWER

I, Robert Smith  
whom it may concern, that Mrs. Marie Cunningham  
named Enoch Cunningham

, Notary Public of South Carolina, do hereby certify unto all

the wife of the within

separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release, and forever relinquish unto the within named HOME OWNERS' LOAN CORPORATION, its successors and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

GIVEN under my Hand and Seal, this

day of July, 1934.

Notary Public of South Carolina.

Enoch Cunningham

Marie Cunningham

SATISFIED and CANCELLED

of record this 25 day of July 1934

C. C. P. & G. S.  
RICHLAND COUNTY, S. C.

THE STATE OF SOUTH CAROLINA,

County of **RICHLAND**

ENOCH CUNNINGHAM

TO

HOME OWNERS' LOAN CORPORATION

MORTGAGE OF REAL ESTATE

I hereby certify that the within mortgage has been  
this 30 day of July, A. D.  
1934, at 12:40 M. o'clock. Recorded in my office  
in Book of Mortgages, page 205

C. C. Hinnant  
Clerk of the Court of Common Pleas and General  
Sessions (or R. M. C.) for Richland County.





STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

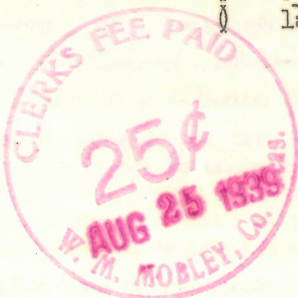
M O R T G A G E

ENOCH CUNNINGHAM,  
(MORTGAGOR)  
  
TO  
  
HOME OWNERS' LOAN CORPORATION,  
(MORTGAGEE)

Dated the 25th day of July,  
1934. Recorded the 30th day of  
July, 19334, in the Office  
of the Clerk of the Court, of  
Richland County, S.C., in Book of  
Mortgages # GY, Page # 205.  
  
Secures the mortgagor's obligation for  
\$ 688.78 and interest and covers  
lands in said mortgage more fully described.

STATE OF GEORGIA

COUNTY OF FULTON



*JES*  
The note for which the above described mort-  
gage, as attached hereto, was given to secure having been paid in full, the said  
mortgage is herein and hereby declared satisfied, and the property released from  
the lien created thereby, and the Clerk of the Court of  
Richland County, is duly authorized to cancel the same of record.

Witness the hand and seal of this Corporation,  
this the 19th day of August, 1939.

Signed, sealed and delivered  
in the presence of:

Hugh A. Fleming  
Luther M. Giesler

HOME OWNERS' LOAN CORPORATION

BY H. M. Duvall (L.S.)  
REGIONAL TREASURER

STATE OF GEORGIA

COUNTY OF FULTON

Personally appeared before me Hugh A. Fleming,  
Fleming, who being duly sworn deposes and says that he saw the above  
named Home Owners' Loan Corporation by H.M. Duvall,  
Regional Treasurer, sign, seal and as its act and deed deliver the foregoing  
instrument of satisfaction, and that he, with Luther M. Giesler,  
witnessed the due execution and delivery thereof.

Sworn to before me this 19th  
day of August, 1939.

H. Wilson (L.S.)  
NOTARY PUBLIC FOR FULTON  
COUNTY, GEORGIA.

Hugh A. Fleming



HOME OWNERS' LOAN CORPORATION

THE STATE OF SOUTH CAROLINA,

COUNTY OF RICHLAND

AMORTIZATION MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That I, Enoch Cunningham, of the City of Columbia, in the County of Richland, in the State of South Carolina,

and hereinafter known and designated as Mortgagor, whether one or more,

SEND GREETINGS:

WHEREAS, the mortgagor stands indebted unto HOME OWNERS' LOAN CORPORATION, a Corporation created under Section 4 of an Act of Congress of the United States of America, known as Home Owners' Loan Act of 1933, approved June 13, 1933, with its principal place of business in the City of Washington, in the District of Columbia, in the United States of America, hereinafter known and designated mortgagee, as evidenced by a certain promissory note of even date herewith, for the full and just principal sum of Six Hundred Eighty-eight and 78/100 - - - - -

Dollars (\$ 688.78 - - - - - ), payable to the order of the mortgagee, together with interest thereon from the date at the rate of Five per centum ( 5% ) per annum on the balance remaining from time to time unpaid; both principal and interest being payable on an amortization plan in monthly installments of Eight and 72/100 - - - - -

- - - - - Dollars (\$ 8.72 - - - - - ) per month on the first day of each and every month hereafter; the payments being applied, first, to interest on unpaid balances, and the remainder to principal until said debt is paid in full. Extra payments may be made on the due date of any installment, and interest will be charged only on the balance of said debt remaining unpaid. All of which, and such other terms and conditions as contained in said note, will fully appear by reference thereto; default in payment of any installment of principal and/or interest for a period of ninety (90) days to render the whole debt due at the option of the mortgagee.

NOW KNOW ALL MEN, That the mortgagor, in consideration of the said debt and the 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 of this mortgage, and also in consideration of the further sum of Three Dollars (\$3.00) to the said mortgagor in hand well and truly paid by the said mortgagee at and before the sealing and delivery of these presents, receipt whereof is hereby acknowledged, has granted, bargained, sold and released, in fee simple, and by these presents does grant, bargain, sell and release, in fee simple, unto the mortgagee, its successors and assigns, the following described land, to wit:

All that certain piece, parcel or lot of land, with the improvements thereon, or to be erected thereon, situate, lying and being in "Hampton Place", in the City of Columbia, in the County of Richland, and in the State of South Carolina, fronting thirty-seven and one-half (37½') feet on McDuffie Avenue, and running back therefrom to a depth of one hundred and sixty-five (165') feet, and bounded on the North by lot of E. H. Smith, on the East by McDuffie Avenue, on the South by lot formerly of the Columbia Real Estate and Insurance Agency, and on the West by an alleyway, and being the southern one-half of the lot heretofore conveyed to E. H. Smith by Bertha Kirby, and being the same premises heretofore conveyed to Enoch Cunningham by E. H. Smith by deed of date July 9, 1932, and recorded in the Office of the Clerk of Court for Richland County in Book of Deeds "DQ" at Page 165, on July 9, 1932.

20. The mortgagor agrees that in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the mortgagor, the mortgagee, its successors and assigns, may, without notice to the mortgagor, deal with such successor or successors in interest with reference to the mortgage and the debt hereby secured, in the same manner as with the mortgagor, without in any way vitiating or discharging the mortgagor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby mortgaged and no foreclosure on the part of the mortgagee or its assigns, or release of any portion of the mortgage premises and no extension of the time for the payment of the debt hereby secured given by the mortgagee or its assigns shall operate to release, discharge, modify, change or affect the original liability of the mortgagor herein, either in whole or in part.



TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in any wise incident or appertaining:

AND IT IS AGREED, by and between the said parties, that all plumbing, heating and lighting fixtures and appurtenances, and all such other goods and effects as are ever furnished by a landlord in letting any unfurnished building, which are or shall be attached to the building covered by these presents, by nails, screws, bolts, pipe connections, masonry or in any manner, are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns and all persons claiming by, through, or under them, and shall be deemed to be part of the security for the indebtedness herein mentioned and to be covered by this mortgage.

TO HAVE AND TO HOLD all and singular the said premises unto the said mortgagee, its successors and assigns, forever. And the mortgagor does hereby bind himself, his heirs, executors, administrators and assigns, to warrant and forever defend, all and singular, the said premises unto the mortgagee, its successors and assigns, from and against the mortgagor, his heirs, executors, administrators and assigns, and all other persons whomsoever, lawfully claiming, or to claim, the same or any part thereof.

As a part of the consideration hereof and of the acts of said mortgagee hereunder, said mortgagor, on behalf of himself, his heirs, executors, administrators or assigns, hereby covenants and agrees with the mortgagee and represents and declares as follows:

1. Wherever there is a reference in the agreements, covenants, conditions and terms herein contained, to any of the parties thereto, the same shall be construed to mean as well the heirs, representatives, successors and assigns (either voluntary by act of the parties, or involuntary by operation of law) of the same, and all obligations of the mortgagor here-in and hereunder shall extend to and be binding upon the heirs, executors, administrators, and assigns of the mortgagor; all rights, powers, privileges and remedies herein conferred upon and given unto the mortgagee shall extend to and may be exercised and enjoyed by the successors and assigns of the mortgagee and by any agent, attorney or representatives of the mortgagee, its successors or assigns. Wherever the context so admits or requires, the singular number as used throughout this instrument shall include the plural, and the plural shall include the singular, and the masculine shall include the feminine.

2. Where, by the terms and conditions of the said note or of this instrument, a day or time is fixed for the payment of any money or the performance of any obligation or agreement, the time stated enters into the consideration, and is of the essence of the entire contract.

3. That the mortgagor is lawfully seized of the property hereinabove described in fee simple absolute, and has good, right and lawful authority to sell, convey or encumber the same, and that said premises are free and clear of all liens and encumbrances whatsoever, except this mortgage, or any suits affecting the same, and that all taxes and assessments have been paid, except those hereafter accruing.

4. That the mortgagor shall forthwith insure and keep insured, as may be required by the mortgagee, its successors or assigns, all buildings or improvements now or hereafter erected or situated upon said lands, and all equipment and personalty herein mortgaged, against loss or damage by fire (and by casualty, including tornado, windstorm or hail, if required by the mortgagee), in such form, such amounts and in such company or companies as shall be satisfactory to the mortgagee, the loss, if any, to be payable to the mortgagee, as its interests may appear at the time of the loss, and shall assign and deliver to the mortgagee said policy or policies of insurance under a mortgage clause in form satisfactory to the mortgagee, with premium paid thereon, and shall promptly pay when due all premiums for such insurance; and if additional insurance is taken out on the property, that all policies for same shall be delivered to said mortgagee, its successors or assigns, the same as in the required policy. In the event any sum of money becomes payable under such policy or policies, the mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured, whether due or not, and in the manner it may determine, or to permit the obligor to receive and use it, or any part thereof, for the purpose of rebuilding or repairing the damaged premises, or for other purposes, without thereby waiving or impairing any equity or statutory right under or by virtue of this lien.

5. If required by the mortgagee, the mortgagor shall procure and deliver, or cause to be delivered, to the mortgagee title insurance for the benefit of the mortgagee, in such amount as requested by the mortgagee, in such form and in such insurance company as satisfactory to the mortgagee, insuring and guaranteeing that the property hereinabove described is owned by the mortgagor in fee simple absolute, free and clear of all liens except the mortgage securing this loan, and the taxes hereafter accruing, and shall pay the premiums for such insurance at the time of the consummation of this loan, or when demanded by the mortgagee; and upon his failure so to do, the mortgagee may procure such insurance.

6. The mortgagor covenants and agrees to pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on said described property each and every, and deliver the official receipts therefor to the Corporation, or a certificate signed by each taxing official to whom any such taxes shall be payable, that all taxes due to be paid said official have been paid for the current year; and if the same be not promptly paid the Home Owners' Loan Corporation, its legal representatives or assigns, may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of six (6%) per cent. per annum.

7. It is further covenanted and agreed that the mortgagor will keep all buildings, fixtures or other improvements of any kind or nature now on said property in as good condition as they now are, and likewise will keep in good condition any buildings, fixtures or other improvements that should hereafter, with the consent of the mortgagee, be erected and placed thereon; and the mortgagor binds himself not to erect, or permit to be erected, any new buildings on the premises herein mortgaged, nor to add to, or permit to be added to, any existing improvements thereon, without the written consent of the holder, or holders, of said note and this mortgage; and will commit, permit or suffer no waste on said property of any kind, or any impairment or deterioration of said property, or any part thereof, or the destruction or removal from said property of any building, fixtures, or other improvements of any kind whatsoever, or do or suffer any act to be done in, upon or about said premises or any part thereof, whereby the value of the said mortgaged property shall be impaired or weakened as security for said debt. In the event of any violation, or attempt to violate, this stipulation, said note and mortgage shall immediately become due and collectible, at the option of the holder thereof, as provided for in case of other violations of the terms of the mortgage.

8. If the mortgagor shall fail to procure and maintain insurance on said property, as herein agreed, or after procuring the same shall fail to pay the premium therefor; or if the mortgagor shall fail to pay any taxes as and when the same shall become due and payable, as herein agreed; or if the mortgagor shall fail to keep the buildings or improvements now on said lot, or hereafter placed thereon, in good order and condition, then, in such event, the mortgagee may, at its election, procure such insurance and pay the premium thereon, and may pay any unpaid premium for insurance procured by the mortgagor, and may pay any taxes, liens, assessments or amount which should, under the terms of this instrument, be paid by the mortgagor, and may make, or cause to be made, any repairs necessary to place and keep the building and improvements on said lot in good order and condition; and any sum so paid or advanced by the mortgagee for insurance premiums, taxes, liens, assessments, judgments or other encumbrances or repairs shall be added to the principal debt hereby secured, and shall become part thereof, and the repayment thereof, with simple interest from the date of payment by the mortgagee, at the rate of six per centum (6%) per annum, shall be secured by this instrument in the same manner and to the same extent as the original debt hereby secured; and the mortgagee shall be subrogated to all rights of the person or persons to whom such payments may be made. Any of said payments shall be optional with the mortgagee, and without waiving or affecting its right to foreclose, or any other right which it has under the note and mortgage.

9. The mortgagor hereby agrees to pay, all and singular, any costs, charges and expenses, including attorney's fees, reasonably incurred or paid at any time by the mortgagee, its successors or assigns, because of the failure on the part of the mortgagor, his heirs, executors, administrators or assigns to perform, comply with and abide by each and every stipulation, agreement, condition and covenant of said promissory note, and this mortgage, or either, and upon his failure so to do, any sums so expended may be added to the debt hereby secured and the mortgagee may reimburse itself under this mortgage.

10. It is further covenanted and agreed, that in the event the premises hereby mortgaged, or any part thereof, shall be condemned and taken for public use under the power of eminent domain, any and all damages awarded for the taking of, or damages to, said premises, or any part thereof, shall be paid to the mortgagee, its successors or assigns, up to the amount remaining unpaid on the note and mortgage, and may be applied upon the payment, or payments, last payable thereon.

11. It is further covenanted and agreed, that should any proceedings be commenced for the foreclosure of any second mortgage or other lien affecting the premises covered by this mortgage, the mortgagee may, at its option, immediately declare its lien and the note which it secures due and payable, and start such proceedings as in its judgment may be necessary to protect its interest in the premises.

12. PROVIDED, ALWAYS, NEVERTHELESS, And it is the true intent and meaning of the parties to these presents, that if the mortgagor shall well and truly pay, or cause to be paid, unto the mortgagee, its successors or assigns, the said debt or sum of money, with interest thereon, if any shall be due, and shall perform all the agreements, conditions, covenants and terms according to the true intent of said note and this mortgage, then this mortgage shall cease, determine and be utterly null and void. But if the mortgagor shall fail to promptly and fully pay any installment of principal or interest within ninety days after the same becomes due and payable, or shall fail to procure and maintain insurance on the buildings on said land, or to pay the premium on any insurance procured by him or the mortgagee when and as the same



becomes due and payable, or shall fail to pay any taxes, liens, assessments or amounts mentioned herein or constituting a part of the debt secured, before or when the same shall become due and payable, or shall fail to reimburse the mortgagee for any amounts paid on his behalf when the same shall be demanded; or if the buildings and/or other improvements on said land are not kept in as good condition as they now are, or the mortgagor shall erect or permit to be erected any new buildings on said land without the consent in writing of the mortgagee; or if injury or waste is committed or permitted to or on said property, or the buildings or improvements thereon, or any fixtures or improvements are removed from or changed on said property, without the consent in writing of the mortgagee, all in accordance with the covenants herein contained; or if the mortgagor shall fail to keep, observe or perform or shall violate any of these, or any other, agreement, condition, covenant, stipulation or term of this instrument, or the note which it secures, the whole amount of said debt, at the option of the mortgagee, shall become due and collectible at once, anything hereinbefore or in said obligation contained to the contrary notwithstanding. And upon said debt being due and collectible, it shall and may be lawful for the said mortgagee, its successors or assigns, and the said mortgagor doth hereby empower and authorize the said mortgagee, its successors or assigns, to grant, bargain, sell, release and convey the said premises, with the appurtenances, at public auction or vendue at the door of the Court House in the County aforesaid, to the highest bidder, for cash, three weeks' previous notice of the time, place and terms of sale having been first given once a week in some newspaper published in said County, at which sale they, or any of them, shall have the right to become purchasers of the said premises, and on such sale to make and execute to the purchaser, or purchasers, his, her or their heirs and assigns forever, a conveyance in fee of the said premises, freed and discharged from all equity of redemption and right of dower, and all and any other encumbrance, subsequent to this mortgage; and after deducting from the proceeds of said sale all taxes due thereon, the principal and interest due on said debt, and any and all sums paid out by the mortgagee hereunder, not exceeding ten (10%) per cent. attorney's fees, premiums of insurance, and any costs and charges of the said sale, then to hold the over-plus subject to the rights of the holder of any subsequent lien or encumbrance on the said premises who may give express notice in writing of his holding the same; and if no such claim be made, then to pay such over-plus to the said mortgagor. But if the said proceeds shall be insufficient to pay the said debt, interest, taxes, fees, costs and charges, the amount unpaid shall not be extinguished by the mortgagee becoming the purchaser of the premises. The completion of said sale, by conveyance, shall entitle the purchaser to immediate possession of the premises, and the mortgagor, or any person holding under him, shall then become and be tenants holding over; and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed. In case of sale by any corporation as mortgagee or assignee of this mortgage, the deed shall be executed in the name of the mortgagor by the President, Manager or Agent of said corporation, as attorney in fact. The power and agency hereby granted are coupled with an interest, and are irrevocable by death, or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

13. The mortgagor represents and declares as a condition hereof and as a part of the consideration for the loan secured hereby, that he does hereby waive and renounce for himself, his heirs, administrators, and executors all rights that now exist or that may hereafter exist under the laws of the State of South Carolina to require an appraisal of the property herein described, before or after the foreclosure sale thereof, and agrees to pay the full amount of the indebtedness secured hereby, and the full amount of the deficiency in the payment thereof that may be established by the foreclosure sale of the property herein described, without requiring an appraisal of the property herein described, either before or after the foreclosure sale thereof, and without any defense or set-off because of the alleged true value of said land, or for any reason.

14. And the said mortgagor doth, as additional security, hereby assign, set over and transfer to the said mortgagee, all of the rents, issues and profits of the said mortgaged premises that may be unpaid or uncollected and that accrue or fall due from and after any default by mortgagor hereunder, or any breach or violation of any agreement, condition, covenant or term of the note or mortgage, or after the service of a summons in any action of foreclosure to which said mortgagee may be parties, and the holder of this mortgage shall be entitled to the appointment of a receiver for such rents and profits as a matter of right, and if said premises be not rented, the receiver shall have the right to rent out the premises; all without consideration of the value of the mortgaged premises, as security for the amount due the mortgagee, or the solvency of any person or persons liable for the payment of such amount, anything herein or elsewhere to the contrary notwithstanding.

15. In the event said debt, or any part thereof, is established by or in any action for foreclosure of this mortgage, the mortgagee may also recover of the mortgagor, in addition to the said debt or so much thereof as shall be unpaid, a reasonable sum, not exceeding ten (10%) per cent upon the amount due, for attorney's fees, which shall be secured by this mortgage and shall be included in any judgment of foreclosure recovered.

16. All rights and powers herein conferred are cumulative of all other remedies and rights allowed by law and may be pursued concurrently.

17. In case of error or omission in this mortgage or the note which it secures, a mortgage or note to correct the same, dated as of this date, will be promptly executed by the mortgagor.

18. It is further covenanted and agreed that any waiver by the mortgagee of any agreement, condition, stipulation or covenant of this instrument, or any violation thereof, shall not be construed as a waiver of the act at any subsequent time, or of any similar or other act or acts of commission or omission at that time or at any subsequent time.

19. The mortgagor shall hold and enjoy the said premises until default in the payment of any of the installments, as provided in said note, or breach of any of the covenants or conditions of this mortgage shall be made; however, any agent or representative of the mortgagee may enter upon said premises at any time for the purpose of inspecting same, or for any other purpose desired by the mortgagee.

20. (See First Page.)

WITNESS my hand and seal this 25th day of July in the year of our Lord one

thousand nine hundred and thirty-four and in the one hundred and fifty-ninth year of the Sovereignty and independence of the United States of America.

*Enoch Cunningham* (Seal)

Signed, Sealed and Delivered  
in the Presence of:  
*G. Truette Smith*  
*Mary Bell*

(Seal)  
(Seal)  
(Seal)  
(Seal)

THE STATE OF SOUTH CAROLINA,  
COUNTY OF RICHLAND

Before me, G. Truette Smith, a Notary Public of South Carolina, personally appeared Mary Bell and made oath that she saw the with-

in named Enoch Cunningham

sign, seal and, as his act and deed, deliver the within written deed, for the uses and purposes herein mentioned, and that she, with G. Truette Smith, witnessed the execution thereof, and subscribed their names as witnesses thereto.

SWORN to and subscribed before me, this 27th day of July, 1934

*G. Truette Smith* (L.S.) *Mary Bell*  
Notary Public of South Carolina.



## HOME OWNERS' LOAN CORPORATION

\$ 688.78

Loan No. 38 -A-1536

## AMORTIZATION NOTE

Columbia

(Place where note executed)

State of South Carolina

July

25

1934

(Date of note)

For value received, the undersigned jointly and severally promise to pay to the order of Home Owners' Loan Corporation at its offices in the City of Washington, in the District of Columbia, the full and just principal sum of Six Hundred Eighty-eight and 78/100 Dollars (\$ 688.78) together with interest from date at the rate of Five per centum (5%) per annum on the balance remaining from time to time unpaid; both principal and interest being payable on an amortization plan in monthly installments of Eight and 72/100 Dollars (\$ 8.72) per month on the first day of each and every month hereafter; the payments being applied, first, to interest on the unpaid balance, and the remainder to principal until said debt is paid in full. Extra payments may be made on the due date of any installment, and interest will be charged only on the balance of said debt remaining unpaid.

IT IS AGREED that time is the essence of this contract, and that in the event of default in the payment of any installment for a period of ninety (90) days, or upon breach of any of the terms and conditions of this note, or the mortgage securing the same, then the holder of this note may, at its option, declare the whole principal sum and accrued interest, or the remainder of said debt, due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time; anything hereinbefore provided to the contrary notwithstanding. In the event of default in the making of any payments herein provided, or in the event the whole of said debt is declared to be due, interest shall accrue at the legal rate of six per centum (6%) per annum.

In the event of default in the payment of this note, and/or if the same is placed in the hands of an attorney for collection on account of a breach in the terms and conditions thereof, the maker further contracts and agrees to pay all costs of collection, including a reasonable attorney's fee, of not exceeding ten per cent (10%). The undersigned and every endorser, guarantor and surety of this note hereby expressly waive presentment, demand, protest and notice of protest, and notice of dishonor and non-payment, and hereby consent to any renewal, indulgence or extension granted or permitted by the owner and/or holder hereof.

The debt secured hereby or the balance remaining unpaid thereunder, in accordance with the terms and conditions of this note, or the mortgage securing the same, shall be payable in legal tender of the United States of America, with the privilege to the borrower or obligor of making payment to the owner or holder in part or in full by delivery to it of bonds of Home Owners' Loan Corporation, which shall be accepted and calculated at the face value of said bonds.

The undersigned represent that this note, and the indebtedness evidenced and secured thereby, are secured by a first mortgage of even date herewith upon the property located in Richland County, South Carolina.

Signed, Sealed and Delivered

in the Presence of:

[Signature]  
Mary Bell

Enoch Cunningham (Seal)  
 (Signature)

1505 McDuffie Ave  
 (Mail Address)

Enoch Cunningham (Seal)  
 (Signature)

Columbus St  
 (Mail Address)

\_\_\_\_\_  
 (Signature) (Seal)

\_\_\_\_\_  
 (Mail Address)



THE STATE OF SOUTH CAROLINA,  
County of Richland

Personally appeared before me W. W. Adair, who  
being duly sworn says that he saw the above-named Enoch Cunningham

referred to as FIRST PARTY, sign, seal, and, as the act and deed of said party, deliver the foregoing instrument for the uses  
and purposes therein mentioned and that he together with W. W. Adair

Sworn to before me this 31st day of

January, 1938  
Notary Public for South Carolina (L. S.)

THE STATE OF GEORGIA  
County of FULTON

Personally appeared before me W. W. Adair, who  
being duly sworn says that he saw the above-named Home Owners' Loan Corporation, referred to as SECOND PARTY, by

H. M. DUVALL

the hand of H. M. Duvall, its Atlanta Regional Treasurer, thereunto fully and singularly authorized and empowered, sign,  
seal, and, as the act and deed of the SECOND PARTY, deliver the foregoing instrument for the uses and purposes therein men-  
tioned and that he together with W. W. Adair witnessed the due  
execution and delivery thereof.

Sworn to before me this 25th day of  
January, 1938

W. W. Adair (L. S.)  
Notary Public for

My Commission Expires on the 1st day of June, 1938

THE STATE OF SOUTH CAROLINA,  
County of Richland

Enoch Cunningham

Mortgagor

to

Home Owners' Loan Corporation

Mortgagee.

## Reamortization of Mortgage

I hereby certify that the within instrument has  
been this \_\_\_\_\_ day of \_\_\_\_\_,  
A. D. 193 at \_\_\_\_\_ M o'clock, recorded in  
my office in Book of Mortgages "\_\_\_\_\_" at  
page \_\_\_\_\_, and notation has been placed on  
margin of transcript of mortgage to the place of  
record of this instrument.

Clerk of the Court of Common Pleas and General  
Sessions (or R. M. C.) for  
County.

This instrument has been properly executed by the parties herein appearing, and  
the status of the Corporation's lien appears undisturbed.

Columbia, S.C.,  
February 8, 1938

W. W. Adair  
State Counsel for South Carolina.



LOAN NO. 38-25-A-1536

THE STATE OF SOUTH CAROLINA,

County of RICHLAND

ENOCH CUNNINGHAM

(Mortgagor)

to

HOME OWNERS' LOAN CORPORATION,  
of Washington, D. C., a corporate instrumentality of  
of the United States of America,

(Mortgagee)

REAMORTIZATION OF MORTGAGE

Dated 25th day of July, 1934

Recorded 30th day of July, 1934

in the office of the Clerk of Court or Register of  
Mesne Conveyance for the County of

RICHLAND

S. C.

in book of real estate mortgages "GY"

at page 205

Secures the mortgagor's obligation for \$688.78  
and interest, and covers lands in said mortgage more  
fully described.

This agreement entered into between the Mortgagor(s), Co-maker(s) upon the obligation secured and/or Owner(s) of the mortgaged premises, either or all herein designated the FIRST PARTY and Home Owners' Loan Corporation herein designated as the SECOND PARTY, WITNESSETH:

1. The FIRST PARTY made application to SECOND PARTY for extension of time and/or change in the plan of payment of this obligation so as to be better enabled to pay the indebtedness upon which there is now due the sum of \$823.92, including principal, interest and advancements.

2. In order better to enable the FIRST PARTY to pay the obligation secured, and in consideration of the payments to be made under the new plan, it is agreed that the aforesaid aggregate indebtedness shall form a new principal, which shall bear interest at the rate of five %, and said principal with interest thereon shall be and it is reamortized and payable from date in installments, as follows:

The sum of \$7.82 on January 25, 1938, and a  
like amount on the 25th day of each month thereafter;

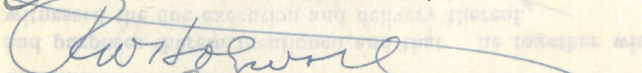
the payments being applied, first, to interest on the unpaid balance and the remainder to principal until said debt is paid in full.

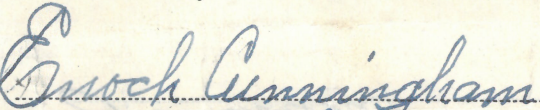
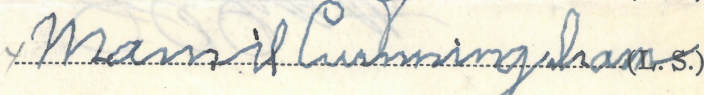
3. It is understood by all parties and especially agreed that default for the period provided in the note and mortgage in paying any installment of indebtedness under the plan provided herein shall render the entire indebtedness due and payable at the option of the owner and holder of the obligation; and, except as particularly modified hereby, all terms, conditions, covenants, and stipulations contained in the note and mortgage, and the remedies provided for enforcement thereof, are unaltered, and no one is released from any liability thereunder.

GIVEN under the hand and seal of the parties this 25th day of December, 1934

Signed, Sealed and Delivered in the Presence of:

  
J. A. Bratt  
(As to FIRST PARTY)

  
Enoch Cunningham  
(As to SECOND PARTY)

  
Enoch Cunningham (L. S.)  
  
Marshall Cunningham (L. S.)  
\_\_\_\_\_  
(L. S.)

HOME OWNERS' LOAN CORPORATION

By   
ITS ATLANTA REGIONAL TREASURER.



The State of South Carolina

Enoch Cunningham

TO

E. H. Smith.

BOND





# The State of South Carolina,

KNOW ALL MEN BY THESE PRESENTS, That

I, Enoch Cunningham, am

held and firmly bound unto E. H. Smith

in the penal sum of Sixteen Hundred and no/100 (\$1600.00) Dollars,

to be paid to the said Enoch Cunningham, his heirs,

certain Attorneys, Executors and Administrators, or Assigns; to which payment, well and truly to be made and done, I bind myself and each and every one of my Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

SEALED with my Seal, and dated at Columbia, the 9th

day of July in the year of our Lord one thousand nine hundred

and thirty-two in the one hundred and fifty-fifth

of the Sovereignty and Independence of the United States of America.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound

Enoch Cunningham, his

Heirs, Executors and Administrators, shall well and truly pay, or cause to be paid, unto the above named

E. H. Smith, his heirs,

certain Attorneys, Successors, Executors, Administrators, or Assigns, the full and just sum of Eight hundred and no/100 (\$800.00) Dollars, in installments, payable FORTY AND NO/100 (\$40.00) DOLLARS, each, together with interest due thereon quarterly, commencing on the 9th day of October, 1932 and running thereafter with interest at the rate of seven (7%) per cent per annum on all unpaid portions of the principal. Upon failure to meet any installments when due makes the whole obligation become due and payable at the option of the obligee.

without fraud or further delay, then the above obligation to be void and of none effect, or else to remain in full force and virtue. Provided, however, That should any proceedings be necessary to collect this bond, a commission of ten (10%) per cent. upon the amount due shall be added to cover attorney's fees for collecting the same.

Sealed and Delivered in the Presence of

Endyng Shippard  
H. M. Biggley

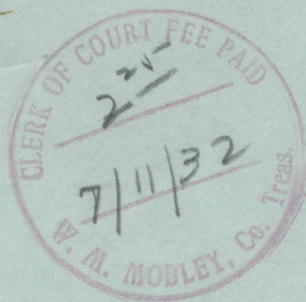
Enoch Cunningham

[SEAL]

[SEAL]

[SEAL]





Record held for  
*Wm. Byrd*  
State of South Carolina,

COUNTY OF Richland

SATISFIED and CANCELLED  
of record this 30 day of July

*Ernest Cunningham*

TO

*Smith*

*C. E. Hirsant*

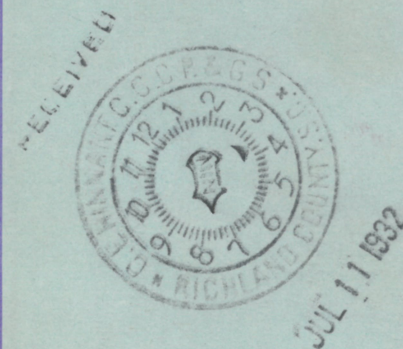
1934

C. E. C. P. & G. S.  
RICHLAND COUNTY, S. C.

## Mortgage Real Estate

I hereby certify that the within Real Estate Mortgage was filed for record in my office at 3:40 P M. o'clock on the 11 day of July, 1932, and was immediately entered upon the proper indexes and duly recorded in Book 9-P of Real Estate Mortgages, page 15-6

*C. E. Hirsant*  
Clerk of Court of Common Pleas and General Sessions for Richland County, S. C.





State of South Carolina, }  
COUNTY OF Richland

To All Whom These Presents May Concern:

I, Enoch Cunningham

SEND GREETING:

WHEREAS, I the said Enoch Cunningham  
in and by my certain bond or obligation, bearing date the 9th  
day of July, A. D. 1932, stand firmly held and bound unto  
E. H. Smith in the penal sum of  
Sixteen hundred and no/100 (\$1600.00) DOLLARS,  
conditioned for the payment of the full and just sum of Eight Hundred and no/100 (\$800.00)  
dollars, payable in installments of FORTY AND NO/100 (\$40.00) dollars,  
each, together with interest due thereon, quarterly, commencing on the  
9th day of October, 1932 and running thereafter with interest at the  
rate of seven per cent. (7%) per annum on all unpaid portions of the  
principal.

as in and by the said bond and condition thereof, reference  
being thereunto had, will more fully appear.

Now, KNOW ALL MEN, That I the said Enoch Cunningham  
for and in consideration  
of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said  
E. H. Smith, according to the condition  
of the said bond, and also in consideration of the further sum of THREE DOLLARS, to  
me the said Enoch Cunningham

in hand well and truly paid by the said E. H. Smith

at and before the sealing and  
delivery of these presents and receipt whereof is hereby acknowledged, have granted, bargained, sold and released,  
and by these presents do grant, bargain, sell and release unto the said

E. H. Smith

All that lot or parcel of land, with the improvements thereon, situate  
and being in "Hampton Place", in the City of Columbia, in the said  
County and State, fronting thirty-seven and one-half (37½) feet,  
on McDuffie Avenue and running back therefrom to a depth of one hundred  
and sixty-five (165') feet, and bounded on the North by lot of E. H.  
Smith, East by McDuffie Avenue, South by lot formerly of Columbia  
Real Estate and Insurance Agency and West by an alley way and being  
the southern one-half of the lot this day conveyed to Enoch Cunnin-  
gham by E. H. Smith.



TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

To HAVE AND TO HOLD all and singular the said premises unto the said E. H. Smith, his heirs and assigns forever. And I do hereby bind myself and my heirs, executors, and administrators, to warrant and forever defend all and singular the said premises unto the said E. H. Smith, his heirs, and assigns, from and against me and my heirs, executors, administrators and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

AND IT IS AGREED, by and between the said parties, that the said mortgagor heirs, executors or administrators, shall and will forthwith insure the house and building on said lot, and keep the same insured from loss or damage by fire in the sum of Dollars, and assign the policy of insurance to the said or assigns. And in case he or they shall at any time neglect or fail so to do, then the said or assigns, may cause the same to be insured in own name, and reimburse for the premium and expenses of such insurance under the mortgage.

AND IT IS AGREED, by and between the said parties in case of default in any of the payments of interest or principal as herein provided for, the whole amount of the debt secured by this mortgage shall become due and payable at once.

AND IT IS FURTHER AGREED, That said Mortgagor his heirs and assigns, shall pay promptly all taxes assessed and chargeable against said property, and in default thereof, that the holder of this mortgage may pay the same, whereupon the entire debt secured by this mortgage shall immediately become due and payable, if the mortgagee shall so elect.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if I the said Enoch Cunningham

do and shall well and truly pay, or cause to be paid unto the said E. H. Smith, the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said bond and condition thereunder written, then this deed of bargain and sale shall cease, determine and be utterly null and void. And the said mortgagor doth hereby assign, set over and transfer to the said mortgagee, his executors, administrators and assigns, all of the rents, issues and profits of the said mortgaged premises, accruing and falling due from and after the service of a summons issued in action to foreclose this mortgage after default in the conditions thereof.



AND IT IS AGREED by and between the parties, that in the case of foreclosure of this mortgage, by suit or otherwise, the mortgagee shall recover of the mortgagor a reasonable sum as attorney's fee, which shall be secured by this mortgage, and shall be included in judgment of foreclosure.

WITNESS my Hand and Seal this 9th day of July in the year of our Lord one thousand nine hundred and thirty-two and in the one hundred and fifty-sixth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

*Harry M. Lightsey*  
*Evelyn Sheppard* } *Enoch Cunningham*

[L. S.]

[L. S.]

State of South Carolina, }

Richland

COUNTY. }

PERSONALLY appeared before me Evelyn Sheppard

and made oath that she saw the within named Enoch Cunningham

sign, seal, and, as his act and deed, deliver the within written Deed; and that she

with Harry M. Lightsey

witnessed the execution thereof.

Sworn to before me this

day of July, A. D. 1932  
*Harry M. Lightsey* }  
Notary Public for South Carolina. (L. S.)

*Evelyn Sheppard*

State of South Carolina, }

Richland

COUNTY. }

## RENUNCIATION OF DOWER

I, Harry M. Lightsey, a Notary Public of S. C., do hereby certify

unto all whom it may concern, that Mrs. Mamie Cunningham

the wife of the within named Enoch Cunningham

did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named E. H. Smith, his heirs

and assigns, all her interest and estate, and also all her Right and Claim of Dower of, in or to all and singular the premises within mentioned and released.

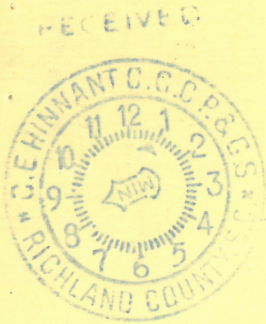
GIVEN under my Hand and Seal

this 9th day of July, A. D. 1932.

*Mamie Cunningham*

[L. S.] *Harry M. Lightsey*  
Notary Public for South Carolina.

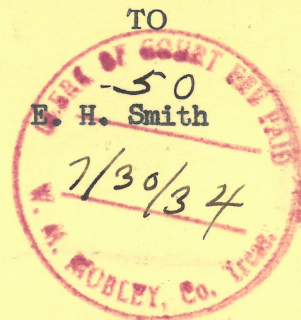




JUL 30 1934

STATE OF SOUTH CAROLINA,  
County of RICHLAND

Enoch Cunningham



SATISFACTION OF MORTGAGE

I hereby certify that the within instrument of satisfaction of Real Estate Mortgage was filed for record in my office at <sup>40</sup>12<sup>30</sup> M. o'clock on the <sup>30</sup> day of *July*, 193<sup>4</sup> and was immediately entered upon the proper indexes and duly recorded in Book *50* of Mortgages, page *156*.

Clerk of Court of Common Pleas and General Sessions or R. M. C. for

*Richland* County, S. C.



STATE OF SOUTH CAROLINA, }

COUNTY OF **RICHLAND**

## MORTGAGE

**Enoch Cunningham**

(Mortgagor)

to

**E. H. Smith**

(Mortgagee)

Dated 9th day of July, 19 32.Recorded 11 day of July, 19 32.

in the office of the Clerk of Court or Register of Mesne

Conveyance for the County of Richland, S. C.in book of real estate mortgage "GP" atPage 156.Secures the mortgagor's obligation for \$ 800.00 and interest, and covers lands in said mortgage more fully described.

In consideration of the sum of \$ 8.15 covering cash and accrued interest and delivery to the undersigned of bonds of Home Owners' Loan Corporation of the face value of \$ 450.00 (receipt whereof is hereby acknowledged), the undersigned, being the owner and holder of the mortgage above set forth and the indebtedness secured thereby, whereon there is now unpaid the sum of \$ 458.15 (principal and interest), **with interest from July 21, 1934 at 8%**, hereby declares said obligation or indebtedness fully paid and the lien of the mortgage securing the same forever discharged and ended.

GIVEN under the Hand and Seal of the undersigned this 25th day of July, 19 34.

Signed, Sealed and Delivered

in the Presence of:

E. A. Blackwell  
E. H. Smith

E. H. Smith  
E. A. Blackwell

(L. S.)

(L. S.)

STATE OF SOUTH CAROLINA, }

COUNTY OF **RICHLAND**

Personally appeared before me

E. A. Blackwell

who being duly sworn deposes

and says, that he saw the above-named E. H. Smithsign, seal and as his act and deed, deliver the foregoing instrument of satisfaction, and that he, withE. H. Smith, witnessed the due execution and delivery thereof.SWORN TO before me this 30day of July, 19 34.

E. H. Smith  
E. A. Blackwell

(L. S.)

Notary Public for South Carolina



HOME OWNERS' LOAN CORPORATION  
(South Carolina)Attorney's Analysis of Title  
ofEnoch Cunningham

to

(Abbreviate  
description)Lot and improvements in "Hampton Place",  
being known as 1505 McDuffie Avenue, in  
the City of Columbia, County of Richland,  
and State of South Carolina.

The undersigned having abstracted the title of the above to the premises indicated, and particularly described in Attorney's First Certificate and Opinion on Title accompanied herewith, beginning with the oldest instrument abstracted and continuing thence up to and including the instrument under which applicant derives title to premises offered as security for loan, submits the following analysis of title to said premises, in narrative form, the various links in the chain being set forth in separate paragraphs, to wit:

## -I-

S. W. Ferguson, Assignee

to

Wade Hampton

) DEED

) Dated May 13, 1890

) Recorded July 1, 1890

) Book of Deeds "U", page 351

) Richland County

Recites that grantor above named was appointed assignee of Wade Hampton, bankrupt, and that on September 1st, 1870 he sold, after legal advertisement, at public outcry, the tract herein designated, to Wade Hampton for the sum of \$100.00; that by accident and omission no Order confirming sale was ever made and no deed delivered to the said purchaser who complied with his bid and took possession; that on May 14, 1890, Hon. R. A. Hill, Judge of the U. S. District Court for the Southern District of Mississippi, confirmed said sale and directed S. W. Ferguson, Assignee, to execute said deed.

Conveys: 108 acres, more or less, East of the City of Columbia, on the public highway known as the Camden Road, which bounds it on the North, being the tract on which Wade Hampton resided.

The locus is embraced within this tract.

## -II-

In re:

Estate of Wade Hampton,  
Deceased

) Box 161 - Package 4633

) Probate Court

) Richland County

Will of Wade Hampton, then deceased, was admitted to Probate in Common Form by the Probate Judge for Richland County on April 16, 1902. Testator appointed George McDuffie Hampton, John C. Haskell, Alfred Hampton, B. W. Taylor and Christopher Fitzsimmons, executors of his Will. George McDuffie Hampton qualified as such on April 19, 1902. B.W. Taylor, Christopher Fitzsimmons and John C. Haskell qualified on April 22, 1902.

Will contains authority to executors to sell any of testator's property at any time they think best.

Executors appear to have discharged their duties; made Final Return and Final Discharge was granted them on July 24, 1903.



Loan No. \_\_\_\_\_

Office #38

HOME OWNERS' LOAN CORPORATION  
(South Carolina)

Page No. Two.  
Attorney's Analysis  
of Title.

-III-

George McDuffie Hampton, B. W. Tay- )  
lor, John C. Haskell and C. Fitz- )  
simmons, as Executors of the Will )  
of Wade Hampton, deceased, )  
to )  
Eloise U. Hampton )

DEED  
Dated May 1, 1903  
Recorded May 6, 1903  
Book of Deeds "AH", page 394  
Richland County

In consideration of \$5,000.00; conveys 23 acres on Camden Road, near the City of Columbia, same being portion of tract referred to in I, supra, and the locus is embraced therein.

-IV-

Eloise U. Hampton )  
to )  
G. McDuffie Hampton )

DEED  
Dated March 23, 1908  
Recorded April 16, 1908  
Book of Deeds "AR", page 516  
Richland County

In consideration of \$1.00; conveys same premises designated in III, supra.

-V-

G. McDuffie Hampton )  
to )  
G. P. Logan )

DEED  
Dated May 4, 1911  
Recorded May 5, 1911  
Book of Deeds "AY", page 301  
Richland County

In consideration of \$21,000.00; conveys same premises set out in III, supra.

-VI-

G. P. Logan )  
to )  
Columbia Real Estate and Insurance )  
Agency )

DEED  
Dated May 26, 1911  
Recorded May 27, 1911  
Book of Deeds "AY", page 452  
Richland County

In consideration of \$5.00 and mortgage indebtedness existing; conveys same premises set out in II, supra.

-VII-

Columbia Real Estate and Insurance )  
Agency )  
to )  
Anna S. Barton )

DEED  
Dated January 10, 1912  
Recorded January 27, 1912  
Book of Deeds "AU", page 432  
Richland County

In consideration of \$375.00; conveys certain lot in the City of Columbia, embracing part of the locus.



Loan No. \_\_\_\_\_

Office #38

HOME OWNERS' LOAN CORPORATION  
(South Carolina)

Page No. Three.  
Attorney's Analysis  
of Title.

-VIII-

Columbia Real Estate and Insurance Agency	)	DEED
to	)	Dated January 3, 1913
	)	Recorded May 10, 1913
Anna S. Barton	)	Book of Deeds "BF", page 52
	)	Richland County

In consideration of \$5.00 and other valuable consideration; conveys certain lot in the City of Columbia, embracing part of the locus.

-IX-

Anna S. Barton	)	DEED
to	)	Dated May 20, 1913
	)	Recorded May 30, 1913
Bertha Kirby	)	Book of Deeds "BE", page 551
	)	Richland County

In consideration of \$2800.00; conveys certain lots in the City of Columbia, the locus being embraced therein.

-X-

Bertha Kirby	)	DEED
to	)	Dated June 4, 1913
	)	Recorded June 6, 1913
E. H. Smith	)	Book of Deeds "BE", page 527
	)	Richland County

In consideration of \$2900.00; conveys certain lots in the City of Columbia, the locus being embraced therein.

-XI-

E. H. Smith	)	DEED
to	)	Dated July 9, 1932
	)	Recorded July 9, 1932
Enoch Cunningham	)	Book of Deeds "DQ", page 165
	)	Richland County

In consideration of \$800.00; conveys lot and improvements in question as hereinbelow described:

"All that lot or parcel of land, with improvements thereon, situate, and being in "Hampton Place", in the City of Columbia, County of Richland and State of South Carolina, fronting 37 1/2 feet on McDuffie Avenue, and running back therefrom to a depth of 165 feet, and bounded on the North by lot of E. H. Smith, East by McDuffie Avenue; South by lot formerly of the Columbia Real Estate and Insurance Agency; and West by an alleyway, and being the southern one-half of the lot heretofore conveyed to E. H. Smith by Bertha Kirby."

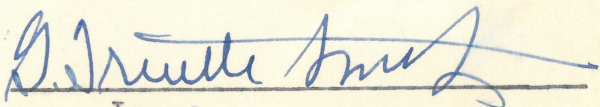
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EXISTING MORTGAGE

Enoch Cunningham	)	MORTGAGE
to	)	Dated July 9, 1932
	)	Recorded July 11, 1932
E. H. Smith	)	Book of Mortgages "GP", page 156
	)	Richland County

Covers lot and improvements in question and secures note in the sum of \$800.00, with interest at 7%, the principal sum being payable in installments of \$40.00 quarterly, commencing on the 9th day of October, 1932. Any unpaid portion to bear interest at the rate of 7%.

Columbia, S. C.  
July 21, 1934.

  
Local Attorney.



HOME OWNERS' LOAN CORPORATION

DUPLICATE

ATLANTA, GA.

REGIONAL OFFICE

STATEMENT OF BORROWER'S ACCOUNT

Name: Enoch Cunningham

Loan No. Sub.-38-25-A-1536

1505 McDuffie Avenue

Address Columbia, South Carolina

Date of Statement August 17, 1939

Address of Mortgaged Property  
if other than billing address

DATE	DETAIL	
Dec. 25, 1937	1 Original Amount of Loan <u>Substituted Instrument</u>	823.92
Sept. 12, 1938	2 Advanced for <u>Insurance</u>	15.40
	3 " " _____	
	4 " " _____	15.40
	5 Total of Original Loan and Advances	839.32
	6 Total Payments and Credits	183.13
	7 Applied to Interest	53.09
	8 Applied to Principal	130.04
	9 Principal Balance Due	709.28
	(Including Delinquent Principal of <u>28.85</u> )	
	10 Unpaid Interest due as of <u>August 25, 1939</u>	8.85
	11 TOTAL AMOUNT DUE	718.13
	12 Interest rate per day _____	Installment Rate \$7.82
	13 Date of Last Payment: <u>June 1, 1939</u> Amount: <u>\$15.64</u>	

Remarks:

PAYMENTS & CREDITS  
Dec. 25, 1937 \$ 41.50 Misc/Credit  
Apr. 27, 1939 1.19 " "  
Cash 140.44  
Total 183.13

CERTIFICATION BY REGIONAL ACCOUNTANT

The above statement is accurate  
and complete as reflected by the  
books and records of this office.

Subject to any outstanding charges.  
Held in Suspended Credit (Acct. 227) \$ None  
Held in Suspended Credit (Acct. 217-3) \$ None

Interest accrues on the present  
Principal balance from August 25, 1939  
thru Sept. 24, 1939 @ \$0.098511 per day,  
provided no changes occur before  
September 25, 1939.

ORIGINAL SIGNED BY  
K. A. FRIES, REGIONAL ACCOUNTANT  
BY C. J. McELHENY, DEPUTY

Pursuant to the provisions of Title 28, Section 661 of the Code of the Laws of the United States (1934 Edition, page 1299), the undersigned, Regional Accountant of the Home Owners' Loan Corporation, a United States Corporation, hereby certifies that the above statement of account is a full, true and complete copy of the records of the Home Owners' Loan Corporation relating to the loan account above mentioned as appears from the records of account kept by said Corporation under my supervision, which said records are now in my custody as such Regional Accountant and on file in the \_\_\_\_\_ Regional Office of said Corporation. Given under my hand and authenticated by the seal of the Home Owners' Loan Corporation this \_\_\_\_\_ day of \_\_\_\_\_ 1939.

Regional Accountant