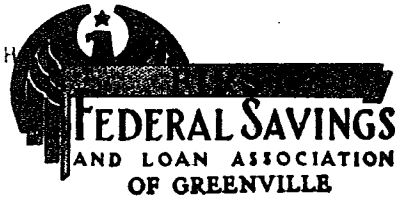


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GREENVILLE, S. C.



State of South Carolina

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

M. G. Proffitt, Inc., a South Carolina corporation, with its principal place
of business in Greenville, S. C., SEND GREETINGS:

WHEREAS, I/we the aforesaid mortgagor(s) in and by my/our certain promissory note, in writing, of even date with these presents am/are well and truly indebted to FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF GREEN-

VILLE, in the full and just sum of Thirty-Eight Thousand and No/100 ----- (\$ 38,000.00) Dollars (or for future advances which may be made hereunder at the option of said Association, which advances shall not exceed the maximum amount stated herein and shall be evidenced by a subsequent promissory note or notes se-

cured hereby), said note to be repaid with interest at the rate specified therein in installments of _____

Two Hundred Forty-Four and 85/100 --- (\$ 244.85) Dollars upon the first day of each and every calendar month hereafter in advance, until the full principal sum, with interest, has been paid, such monthly payments to be applied first to the payment of interest, computed monthly on the unpaid principal balances, and then to the payment of principal. The last payment on said note, if not paid earlier and if not subsequently extended, will be due and payable 25 years after date. The note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty (30) days, or failure to comply with any of the By-Laws of said Association, or any of the stipulations of this mortgage, the whole amount due under said note, shall, at the option of the holder, become immediately due and payable, and the holder may sue thereon and foreclose this mortgage; said note further providing for ten (10%) per centum attorney's fee beside all costs and expenses of collection, to be added to the amount due on said note, and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by said note, reference being thereunto had, will more fully appear.

NOW KNOW ALL MEN, That I/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 FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, according to the terms of said note, and also in consideration of the further sum of Three Dollars to me/us the said mortgagor(s) in hand well and truly paid by the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, 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 FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, the following described property, to-wit:

"All that certain piece, parcel or lot of land, with all improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in the City of Greenville, being shown as Lot No. 12 on Plat of Section C., Gower Estates, made by R. K. Campbell, and others, Engineers, April, 1963, recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book YY at Page 113, and having, according to said plat, the following metes and bounds, to-wit:

"BEGINNING at an iron pin on the east side of Parkins Mill Road at joint front corner of Lots 12 and 13 and runs thence with the line of Lot 13, N. 74-26 E. 250 feet to an iron pin; thence N. 15-34 W. 150 feet to an iron pin on the south edge of a proposed street; thence along said proposed street, S. 74-26 W. 225 feet to an iron pin; thence with the curve of said proposed street and Parkins Mill Road (the chord being S. 29-26 W. 35.3 feet) to an iron pin on the east edge of Parkins Mill Road; thence along Parkins Mill Road, S. 15-34 E. 125 feet to the beginning corner; being the same conveyed to the mortgagor corporation by deed dated December 18, 1963 by Conyers & Gower, Inc. to be recorded herewith."

For Marketing Information Call Mr. R. E. M. Smith 545-2445