

MORTGAGE OF REAL ESTATE BY A CORPORATION

Office of Kendrick, Stephenson & Johnson, Attorneys at Law, Greenville, S. C.

FILED
GREENVILLE CO. S. C.

MAY 29 4 57 PM '69

OLLIE FARNSWORTH
R. H. C.

State of South Carolina

COUNTY OF GREENVILLE

To All Whom These Presents May Concern: Cothran & Darby Builders, Inc. and

M. G. Proffitt, Inc.

(herein called mortgagor) SENDS GREETING:

WHEREAS, the said mortgagors, Cothran & Darby Builders, Inc., and M. G. Proffitt, Inc.

a corporations chartered under the laws of the State of South Carolina, are well and truly indebted

to the mortgagee Fred H. Hudson

in the full and just sum of Two Hundred Forty-four Thousand and no/100 (\$244,000.00)

Dollars, in and by its certain promissory note in writing, of even date herewith, due and payable as follows:
Thirty Thousand and no/100 (\$30,000.00) Dollars on August 6, 1969 and a like amount on the sixth day of each and every six months thereafter until paid in full, the makers reserving the right to prepay any part or all of the balance due at anytime without penalty or fee, any prepayments so made to apply first to interest and the balance to principal as of the date such prepayment is made

with interest from date, at the rate of five (5%)

percentum until paid; interest to be computed and paid semi-annually

until paid in full; all interest not paid when due to bear interest at 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, 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 per cent of the indebtedness as attorney's fee, 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, 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 said note, and also in consideration of the further sum of Three Dollars to the said 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 said

Fred H. Hudson, his successors and assigns forever:

All that certain piece, parcel or tract of land lying and being near the City of Greenville, S. C., and being a portion of a subdivision known as "Foxcroft" and having according to a plat made by C. O. Riddle, Surveyor, dated August, 1968, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Meadow Wood Drive, joint corner of property now or formerly of Robert F. and Vera B. Canby and Lot No. 100 and running thence along the Canby line 467.3 feet to an iron pin, southwesterly corner of Lot No. 102 at a creek; thence along the creek as a line on traverse lines as follows: S 33-21 E 258 feet and S 7-42 E 54.9 feet to a point on the northerly side of

(continued on reverse side)

For Release of Ft. Ransom by Bureau on 1, through Mr. R. E. M. Buck. 115-3 pgs. 260.