

MORTGAGE OF REAL ESTATE BY A CORPORATION
Offices of Kendrick, Stephenson & Johnson, Attorneys at Law, Greenville, S. C.

State of South Carolina
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
JUL 13 1 44 PM '71
OLLIE FARNSWORTH
R. H. C.

To All Whom These Presents May Concern:

Cothran & Darby Builders, Inc. and M. G. Proffitt, Inc.
(herein called mortgagor) SENDS GREETING:

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

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

to the mortgagee Fred H. Hudson

in the full and just sum of One Hundred Eleven Thousand Four Hundred Twelve and 50/100
(\$111,412.50)

Dollars, in and by its certain promissory note in writing, of even date herewith, due and payable as set forth
in note of even date herewith

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 heirs 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" according to a plat made by C. O. Riddle, Surveyor, dated August, 1968, and being the same property conveyed by the mortgagee to the mortgagors herein by deed of even date herewith, reference to said deed hereby craved for a metes and bound description thereof.

The mortgagors intend to procure one or more loans for the development of this property but at the time of the execution of this mortgage have not obtained a commitment for such loan(s). The mortgagee does hereby agree that this mortgage shall be subordinate