

State of South Carolina

4 38 PM '71

MORTGAGE

County of GREENVILLE

OLLIE FARNSWORTH
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DEMPSEY REAL ESTATE CO., INC.

SEND(S) GREETING:

(hereinafter referred to as Mortgagor)

WHEREAS, the Mortgagor, in and by its certain promissory note in writing, of even date with these Presents, the terms of which are incorporated herein by reference, is well and truly indebted to CAMERON-BROWN COMPANY, a corporation chartered under the laws of the State of North Carolina (hereinafter referred to as Mortgagee), in the full and just sum of THIRTY NINE THOUSAND THREE HUNDRED FIFTY and no/100 (\$ 39,350.00) DOLLARS, to be paid at its office in Raleigh, North Carolina, or at such other place as the holder of the note may from time to time designate in writing, according to the terms and provisions contained in said promissory note with interest as provided therein; the unpaid balance of said Debt, if not sooner paid, being due and payable eight (8) months from the date hereof and thereafter on demand

And if at any time any portion of principal or interest shall be past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, or in the promissory note secured hereby or in that certain Construction Loan Agreement of even date herewith between the Mortgagor and the Mortgagee, then the whole sum of the principal of said note remaining at that time unpaid together with the accrued interest, shall become immediately due and payable, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and if said note, after 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 such cases the Mortgagor promises to pay all costs and expenses including a reasonable attorney's fee, these 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 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 the said note, and also in consideration of the further sum of THREE DOLLARS, to the Mortgagor in hand well and truly paid by the said Mortgagee, 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 CAMERON-BROWN COMPANY, its successors and assigns.

All that piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being:

ALL those pieces, parcels or lots of land, together with buildings and improvements now or hereafter constructed thereon, situate, lying and being on the Southern side of Cochran Drive and the Northern side of Maxcy Avenue, in Gantt Township, Greenville County, South Carolina, being shown and designated as Lots Nos. 2, 3 and 20 on a Plat of DEMPSEY HEIGHTS, made by Enwright Associates, Engineers, dated June 4, 1971, and recorded in the RMC Office for Greenville County, S. C. in Plat Book 4N, Page 11, reference to which is hereby craved for the metes and bounds thereof.

The Mortgagor reserves the right hereunder to have released from the lien of this Mortgage each of the above described three (3) parcels of land upon payment to the Mortgagee of the following principal sums set forth after each of the above numbered lots, plus interest then and theretofore accrued and unpaid on said principal sum, to-wit:

Lot 2 Cochran Drive	\$13,150.00
Lot 3 Cochran Drive	13,200.00
Lot 20 Maxcy Avenue	13,000.00

The Mortgagor and Mortgagee have entered into a certain Loan Agreement dated November 3, 1971, the provisions of which are incorporated herein by reference as fully and to the same extent as though set out herein verbatim. A default in said Loan Agreement shall be treated as a default in this instrument.