

FILED
GREENVILLE CO. S. C.

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MORTGAGE OF REAL ESTATE BY A CORPORATION

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

OLLIE FARNSWORTH
R. M. 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.

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

to the mortgagee Southern Bank and Trust Company, Greenville, S. C.

in the full and just sum of Three Hundred Thousand and No/100 (\$300,000.00)

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 2% above prime rate with
maximum interest not to exceed 9% and a minimum interest of 7%
~~interest to be paid~~ interest to be computed and paid quarterly.

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 Southern Bank and Trust Company, Greenville, S. C., its successors and assigns forever:

All that certain piece, parcel or tract of land near the City of Greenville, S. C., being known and designated as Foxcroft, Section II according to a plat prepared by C. O. Riddle, dated July, 1971, and recorded in the RMC Office for Greenville County, S. C., in Plat Book 411, page 36 + 37.

The mortgagee herein does hereby agree to release from the lien of this mortgage any lot in the subdivision upon the payment to the mortgagee of the sum of \$3,000.00.