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BOOK 1259 PAGE 116

E.L. MITCHELL BIDDLE
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

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.

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

to the mortgagees, E. Mitchell Arnold, Frances E. Arnold and Wylma B. Arnold

in the full and just sum of Two Hundred Twenty-five Thousand and No/100 (\$225,000.00)

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 No Interest, at the rate of N/A

percentum until paid; interest to be computed and paid N/A

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 mortgagees 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 E. Mitchell Arnold, Frances E. Arnold and Wylma B. Arnold, their heirs and assigns forever:

All that certain piece, parcel, lot or tract of land in Butler Township, Greenville County, State of South Carolina, near and East of the City of Greenville, and being known and designated as Lot or Tract Number 36 of a subdivision known as Boiling Springs Estates, a plat of which is of record in the RMC Office for Greenville County in Plat Book YY at Pages 14-15 and having the following metes and bounds, to-wit:

BEGINNING at a point in the rear line of Tract Number 25, said point being approximately 125.4 feet Southeast of the joint rear corner of Tracts 25 and 26 and also being in the center of Brushy Creek, and running thence with the joint property line of Tract 36 and