P. O. Box 969
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MORTGAGE OF REAL ESTATE–Offices of HILL, WYATT & FAYSSOUX Attorneys at Law, Greenville, S. C.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

PURCHASE MONEY MORTGAGE

WHEREAS, M. GRAHAM PROFFITT, III, ELLIS L. DARBY, JR. and JOHN COTHRAN COMPANY, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto The South Carolina National Bank, Greenville, S. C., Executor and Trustee under the Will of James P. Coleman

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Fifty Seven Thousand Two Hundred Twenty-five and No/100 Dollars ($ 57,225.00) due and payable

as set forth in note of even date

with interest thereon from NO INTEREST at the rate of per centum per annum, to be paid:

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars ($3.00) to the 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 Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Tract No. 5 according to a plat of property of W. E. Ross Lands, prepared by J. E. Freeman, Surveyor, January, 1932, as recorded in the RMC Office for Greenville County, S. C., in Plat Book I, pages 6, 7 and 8 and having according to a more recent survey made by R. B. Bruce entitled "Property of J. P. Coleman, et al" dated March 20, 1961, the following metes and bounds, to-wit:

BEGINNING at a stone near Brushy Creek at the joint corner of Tracts 5 and 6 and thence along the common line of said tracts N. 5-09 W. 1286.3 feet to an iron pin; thence continuing along the line of Tract 6 N. 33-52 E. 407.4 feet to an iron pin in the line of property now or formerly of Alewine; thence S. 36-44 E. 1285.7 feet to an iron pin, corner of property now or formerly of Frances E. Arnold and William R. Timmons, Jr.; thence along the property now or formerly owned by Timmons S. 54-20 W. 1152.5 feet to a stone, the point of beginning and containing 21.80 acres, more or less.

RELEASE PROVISION: The mortgagors anticipate developing this property as a residential subdivision. Upon such development the mortgagee, only after August 1, 1978, will release residential lots from the lien of this mortgage upon the payment to it of One Thousand and No.100 ($1,000.00) Dollars per lot released.

DERIVATION: This is the same property conveyed to the mortgagors herein by deed of The South Carolina National Bank, Greenville, S. C., Executor and Trustee under the Will of James P. Coleman, of even date herewith.

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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