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GREENVILLE CO. S. C.

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The State of South Carolina, JUN 7 3 19 PH '79

County of GREENVILLE.

DOMNIE S. TANKERSLEY
R.M.C.

HAYNSWORTH, PERRY, BRYANT, n 49
MARION & JOHNSTONE, ATYS.

To All Whom These Presents May Concern: M. GRAHAM PROFFITT, III, ELLIS L.

DARBY, JR., AND JOHN COTHRAN COMPANY, INC., a South Carolina Corporation SEND GREETING:

Whereas, We, the said M. GRAHAM PROFFITT, III, ELLIS L. DARBY, JR., and JOHN COTHRAN COMPANY, INC., a South Carolina Corporation, in and by our certain promissory note in writing, of even date with these

presents, are well and truly indebted to BOILING SPRINGS REALTY COMPANY, a South Carolina Partnership,

in the full and just sum of Three Hundred Fifty-two Thousand, Nine Hundred Ninety-four and 25/100ths (\$352,994.25), to be paid as follows:

\$117,664.75 plus accrued interest due on June 7, 1980; \$117,664.75 plus accrued interest due on June 7, 1981; and the balance of \$117,664.75 plus accrued interest due on June 7, 1982;

with interest thereon from date at the rate of 7% per centum per annum, to be computed and paid 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, then 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 his or 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 10 per cent. of the indebtedness as attorney's fees, 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 We, the said M. GRAHAM PROFFITT, III, ELLIS L. DARBY, JR., and JOHN COTHRAN COMPANY, INC., a South Carolina Corporation, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said BOILING SPRINGS REALTY COMPANY, a South Carolina Partnership,

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to us, the said M. GRAHAM PROFFITT, III, ELLIS L. DARBY, JR., AND JOHN COTHRAN COMPANY, INC., a South Carolina Corporation, in hand well and truly paid by the said BOILING SPRINGS REALTY COMPANY, a South Carolina Partnership,

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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 BOILING SPRINGS REALTY COMPANY, a South Carolina Partnership, its Successors and Assigns, forever:

ALL that certain piece, parcel or tract of land situate, lying and being on the northerly side of Old Boiling Springs Rd. near the City of Greenville, State of South Carolina, containing 94.70 acres and having according to a survey entitled "Survey for Ellis L. Darby, Jr., John Cothran Company, Inc., and M. Graham Proffitt, III," dated May 28, 1979, prepared by Enwright Surveying, Inc. recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 76 at page 13, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of Old Boiling Springs Rd., said pin being the joint front corner of property of mortgagor and property now or formerly owned by T. C. Cleveland and running thence with common line of said property N. 32-07-24 W. 1091.03 feet to an iron pin, the joint corner of property of mortgagor and property now or formerly owned by T. C. Cleveland, thence continuing with joint line of property of mortgagor and property now or formerly owned by T. C. Cleveland N. 00-00-48 W. 921.31 feet to an iron pin in the line of property now or formerly owned by Grace Elizabeth Moore and being the

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