

FILED
GREENVILLE CO. S. C.

SEP 25 4 27 PM '80

DONNIE S. TANKERSLEY
R.M.C.

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The State of South Carolina,

County of GREENVILLE

To All Whom These Presents May Concern:

SEND GREETING:

Whereas, we, the said JOHN COTHRAN COMPANY, INC., a South Carolina Corporation, M. GRAHAM PROFFITT, III, and ELLIS L. DARBY, JR., in and by our certain promissory note in writing, of even date with these presents, are well and truly indebted to T. FRANK CARR

in the full and just sum of One Hundred Eighty Thousand and 00/100ths (\$180,000.00)-----

, to be paid \$60,000 principal due on January 2, 1981; \$60,000 principal due on January 2, 1982; and the last installment of \$60,000 principal due on January 2, 1983.

, with interest thereon from date

at the rate of eight per centum per annum, to be computed and paid on the scheduled dates set

forth above 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 JOHN COTHRAN COMPANY, INC., a South Carolina Corporation, M. GRAHAM PROFFITT, III, and ELLIS L. DARBY, JR., in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said T. FRANK CARR,

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to us, the said JOHN COTHRAN COMPANY, a South Carolina Corporation, M. GRAHAM PROFFITT, III, and ELLIS L. DARBY, JR.,

, in hand well and truly paid by the said T. FRANK CARR

at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bar-

gained, sold and released and by these Presents do grant, bargain, sell and release unto the said T. FRANK CARR, his Heirs and Assigns forever:

All that certain piece, parcel or tract of land lying and being on the southerly side of Boiling Springs Road, near the City of Greenville, South Carolina, containing 35.3 acres, more or less, and having, according to a plat entitled "Property of T. Frank Carr", dated March 9, 1973, prepared by C. O. Riddle, Surveyor, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 77, at Page 85, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the common line of Mortgagor and property now or formerly owned by Lucile Moore Kluge, said pin being N. 59-47 W., 80.3 feet from the center of Boiling Springs Road and running thence S. 28-43 E., 145.5 feet to a point in the center of the branch; thence with the center of the branch as the line, the following traverse line, courses and distances: S. 19-53 W., 160.1 feet to a point; thence S. 15-57 W., 110.3 feet to a point; thence S. 28-12 W., 161.6 feet to a point; thence S. 7-56 W., 134.1 feet to a point; thence S. 28-59 W. 82.9 feet to a point; thence S. 5-06 W., 109.8 feet to a point in the center of Brushy Creek; thence with the center

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