MORTGAGE OF REAL ESTATE—Prepared by Rainey, Fant & Brawley, Attorneys at Law, Greenville, S. C. NOR. 565 PAGE 74

The State of South Carolina, July 9 4 41 Pil 1955

County of Greenville. OLLE FARRENS WHE

To All Whom These Presents May Concern:

CHARLES H. TABBUT

SEND S GREETING:

Whereas, 1,

Charles H. Tabbut

hereinafter called the mortgagor(s)

certain promissory note in writing, of even date with these presents,

m well and truly

in and by indebted to

M. G. Proffitt

hereinafter called the mortgagee(s), in the full and just sum of Two Thousand, Five Hundred Sixty-Five and 05/100 - - - - - - - - - - - - - DOLLARS (\$ 2,565.05), to be paid

one year after date.

, with interest thereon from

date

at the rate of

Six (6%)

percentum per annum, to be computed and paid

annually until paid in full; all interest not paid when due to bear interest at the 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 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(s) promise 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 I , the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me , the said mortgagor(s), in hand well and truly paid by the said mortgagee(s) 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 M. G. Proffitt, his heirs and assigns, forever.

All that lot of land with the buildings and improvements thereon, situate on the northeast side of East Faris Road, in the City of Greenville, in Greenville County, S. C., being designated as Lot No. 100 on plat of property of M. G. Proffitt, made by R. K. Campbell, Surveyor, April 1953, recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book "DD", at Page 155, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeast side of East Faris Road at the southwest corner of property of Courtland Apartments, Inc., and running thence along line of property of Courtland Apartments, Inc., N. 53-20 E. 168 feet to an iron pin; thence S. 44-45 E. 119.3 feet to an iron pin; thence S. 58-09 W. 219 feet to an iron pin on the northeast side of East Faris Road; thence along the northeast side of East Faris Road, N. 18-03 W. 105.4 feet to the beginning corner.

The above described property is the same conveyed to the mortgagor herein by deed of M. G. Proffitt of even date and to be recorded herewith.

This mortgage is junior in rank to the lien of that mortgage given by Charles H. Tabbut to General Mortgage Co., dated June 9, 1953, in the original amount of \$14,000.00, to be recorded herewith.

S DAY OF March 55

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