

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

FILED
GREENVILLE CO. S. C.

MAY 29 4 56 PM '69

OLLIE FARNSWORTH

To All Whom These Presents May Concern: ^{R.M.C.} 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.

a corporation chartered under the laws of the State of South Carolina, are ~~xxx~~ well and truly indebted

to the mortgagee Southern Bank & Trust Company

in the full and just sum of Three Hundred Thousand and no/100 (\$300,000.00)

Dollars, in and by its certain promissory note in writing, of even date herewith, due and payable three years from date, the makers reserving the right to prepay any part or all of the balance due at any time without penalty or fee,

with interest from date, at the rate of nine (9%)

percentum until paid; interest to be computed and paid quarterly

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 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 said Southern Bank & Trust Company, its successors and assigns forever:

All that certain piece, parcel or tract of land lying and being near the City of Greenville, S. C. and being a portion of a subdivision known as "Foxcroft" and having according to a plat made by C. O. Riddle, Surveyor, dated August, 1968; the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Meadow Wood Drive, joint corner of property now or formerly of Robert F. and Vera B. Canby and Lot No. 100 and running thence along the Canby line 467.3 feet to an iron pin, southwesterly corner of Lot No. 102 at a creek; thence along the creek as a line on traverse lines as follows: S 33-21 E 258 feet and S 7-42 E 54.9 feet to a point on the northerly side of

(continued on reverse side)

SATISFIED AND CANCELLED OF RECORD

2 DAY OF Sept 1971

Ollie Farnsworth

116 Rec 1 Rec 2 Rec 3 Rec 4 Rec 5 Rec 6 Rec 7 Rec 8 Rec 9 Rec 10 Rec 11 Rec 12 Rec 13 Rec 14 Rec 15 Rec 16 Rec 17 Rec 18 Rec 19 Rec 20 Rec 21 Rec 22 Rec 23 Rec 24 Rec 25 Rec 26 Rec 27 Rec 28 Rec 29 Rec 30 Rec 31 Rec 32 Rec 33 Rec 34 Rec 35 Rec 36 Rec 37 Rec 38 Rec 39 Rec 40 Rec 41 Rec 42 Rec 43 Rec 44 Rec 45 Rec 46 Rec 47 Rec 48 Rec 49 Rec 50 Rec 51 Rec 52 Rec 53 Rec 54 Rec 55 Rec 56 Rec 57 Rec 58 Rec 59 Rec 60 Rec 61 Rec 62 Rec 63 Rec 64 Rec 65 Rec 66 Rec 67 Rec 68 Rec 69 Rec 70 Rec 71 Rec 72 Rec 73 Rec 74 Rec 75 Rec 76 Rec 77 Rec 78 Rec 79 Rec 80 Rec 81 Rec 82 Rec 83 Rec 84 Rec 85 Rec 86 Rec 87 Rec 88 Rec 89 Rec 90 Rec 91 Rec 92 Rec 93 Rec 94 Rec 95 Rec 96 Rec 97 Rec 98 Rec 99 Rec 100