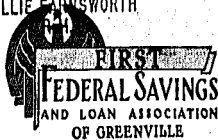


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OLLIE EARNSWORTH



State of South Carolina

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

M. G. Proffitt, Inc., a South Carolina corporation with its principal place of business in Greenville, S. C., (hereinafter referred to as Mortgagor) SEND(S) GREETINGS:

WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagee) in the full and just sum of

Thirty-Three Thousand, Five Hundred and No/100----- (\$ 33,500.00)

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, said note to be repaid with interest at the rate

therein specified in installments of Two Hundred Fifty-Eight and 57/100----- (\$ 258.57)

Dollars each on the first day of each month hereafter, in advance, until the principal sum with interest has been paid in full, such payments to be applied first to the payment of interest, computed monthly on unpaid principal balances, and then to the payment of principal with the last payment, if not sooner paid, to be due and payable 25 years after date; and

WHEREAS, said note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty days, or if there shall be any failure to comply with and abide by any By-Laws or the Charter of the Mortgage, or any stipulations set out in this mortgage, the whole amount due thereunder shall, at the option of the holder thereof become immediately due and payable, and said holder shall have the right to institute any proceedings upon said note and any collaterals given to secure same, for the purpose of collecting said principal due, and interest, with costs and expenses for such proceedings; and

WHEREAS, the Mortgagor may hereafter become indebted to the Mortgagee for such further sums as may be advanced to the Mortgagor's account for the payment of taxes, insurance premiums, repairs, or for any other purpose;

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortgagee to the Mortgagor's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing 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, his successors and assigns, the following described real estate:

All that certain piece, parcel, or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 15 of a subdivision known as Pelham Estates, Section I, as shown on plat thereof recorded in the R. M. C. Office for Greenville County in Plat Book PPP, at Pages 28 and 29, and having, according to said plat, the following metes and bounds, to-wit:

THE MORTGAGOR'S PROMISSORY NOTE REFERRED TO ABOVE, CONTAINS, AMONG OTHER THINGS, A PROVISION FOR AN INCREASE IN THE INTEREST RATE.

BEGINNING at an iron pin on the northern side of St. Augustine Drive, joint front corner of Lots Nos. 14 and 15, and running thence along the northern side of St. Augustine Drive, following the curvature thereof, the chord being N. 59-25 E. 100 feet, to an iron pin at the corner of Lot No. 16; thence along the line of that lot, N. 13-57 W. 332.4 feet to an iron pin on the subdivision boundary line; thence along the subdivision boundary line, N. 58-43 W. 70.8 feet; thence continuing along the subdivision boundary line, S. 22-35 W. 289.9 feet to an iron pin at the rear corner of Lot No. 14; thence along the line of that lot, S. 49-23 E. 218.8 feet to the beginning corner; being the same conveyed to the mortgagor corporation by McCall Construction Co., Inc. as Trustee by deed to be recorded herewith.