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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(8) 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

WHEREAS, said note further provides that if at any time any partion 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 side by any By-Laws or the Charter of the Mortgage, or any stipulations set out in this mortgage, the whole amount due therends abil, at the option of the holder thereof become immediately due and payable, and sald holder shall have the right to institute any proceedings upon said note and any collateral given to secure same, for the purpose of collecting sald 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 Mortgage to the Mortgagor's account, and sigs in consideration of the sum of Three Bollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgage at and before the sealing of these presents, the receipt whereof is breedy acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its 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, bying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 54 on a plat entitled Kingsgate by Piedmont Engineers and Architects, recorded in the R. M. C. Office for Greenville County in Plat Book WWW, at Pages 44 and 45, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Donington Drive, joint front corner of Lots Nos. 54 and 55, and running thence with the joint line of said lots, N. 77-35 E. 159.1 feet to an iron pin at the joint rear corner of Lots Nos. 54 and 55; thence with the rear line of Lot No. 54, N. 12-11 W. 94.1 feet to an iron pin; thence N. 74-43 E. 32.6 feet to an iron pin; running thence N. 14-51 W. 37 feet to an iron pin at the joint rear corner of Lots Nos. 53 and 54; running thence with the joint line of said lots, S. 75-15 W. 190.2 feet to an iron pin on the eastern side of Donington Drive, joint front corner of Lots Nos. 53 and 54; thence with the eastern side of Donington Drive, S. 12-30 E. 125 feet to the point of beginning; being the same conveyed to the mortgagor corporation by Piedmont Land Co., Inc. by deed dated October 20, 1969, to be recorded herewith.

The mortgagor's promissory note referred to above, contains, among other things, a provision for an increase in the interest rate.