MORTCAGE OF REAL ESTATE BY A CORPORATION

Offices of Kendrick, Stephenson & Johnson, Attorneys at Law, Greenville, S. C. 5004 16 FASE 68

FILED GREENVILLE CO. S. C.

State of South Carolina

COUNTY OF GREENVILLE

SREENVILLE CO.S.O.

Hat 29 4 57 PH '69

ULLIE FARYSWORTH
R.H.C.

To All Whom These Presents May Concern: Cothran & Darby Builders, Inc. and

M. G. Proffitt, Inc.

(herein called mortgagor) SENDS GREETING:

WHEREAS, the said mortgagos, Cothran & Darby Builders, Inc., and M. G. Proffitt, Inc.

a corporationschartered under the laws of the State of South Carolina , are six well and truly indebted

to the mortgagee Fred H. Hudson

in the full and just sum of Two Hundred Forty-four Thousand and no/100 (\$244,000.00)

Dollars, in and by its certain promissory note in writing of even date herewith, due and payable as follows:

Thirty Thousand and no/100 (\$30,000.00) Dollars on August 6, 1969 and a like amount on the sixth day of each and every six months thereafter until paid in full, the makers reserving the right to prepay any part or all of the balance due at anytime without penalty or fee, any prepayments so made to apply first to interest and the balance to principal as of the date such prepayment is made

EENVILLE CO. S. ON HILL CO. S. ON HI

KENDRICK, STEPHENSON & JOHNSON

Paid, satisfied and cancelled of record this 9th

day of May, 1973.

Witness:

Fred H. Hudson

date

, at the rate of five (5%)

32176

percentum until paid; interest to be computed and paid semi-annually

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 aforesain and for the better securing the payment thereof to the said mortgagee, according to the terms of said note, and as

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