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STATE OF SOUTH CAROLINA COUNTY OF Greenville

OLLIE FARNSWORTH MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS.

Ida R. Hudson

(hereinafter referred to as Mortgagor) is well and truly indebted unto

M. G. Proffitt, Inc., and Crown-Zellerbach Corporation

(hareInafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Five Thousand and No/100--------------

on or before one year from date

with interest thereon from date at the rate of 7 per contum per annum, to be paid: at maturity

WHEREAS, the Mortgagor may hereafter become indubted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for texes, incurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thoreof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to thrigagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, lis successors and assisns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the castern side of Aldridge Drive, in the City of Greenville, being known and designated as Lot No. 56, Section F, as shown on a plat of Gower Estates of record in the Office of the RMC for Greenville County in Plat Book JJJ, Page 99, reference to which is craved for a metes and bonds description thereof.

This mortgage is second and junior in lien to that certain mortgage this date assumed by the above mortgagor to Fidelity Federal Savings & Loan Association of record in the Office of the RMC for Greenville County in R. E. M. Book 1051, Page 390.

Together with all and singular rights, members, herditaments, and apporterances to the same belonging in any way incident or apportaining, and of all the rents, issues, and profits which may arise or be had thereform, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully selted of the premises hercinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumbe: the same, and that the premises are free and clear of all liens and encumbrances except as provided heroin. The Mortgagor further covenants to varrant and forever defend all and signer the said premises unto the Mortgagor forever, from and against the Mortgagor and all persons whomspever tawfully claiming the same or any part thereof.

Nated February 2, 1970. OC acknowledge receipt of 2, 190.00