State of South Carolina OLLIE FURNESHORTH-

To All Whom These Presents May Concern: John Cothran Company, Inc., Ellis L. Darby, Jr. and M. Graham Proffitt, III

—(herein called mortgagor) SENDS GREETING:

WHEREAS, the said mortgagor, John Cothran Company, Inc., Ellis L. Darby, Jr. and M. Graham Proffitt, III

John Cothran Company, Inc. being a more state of South Carolina are , ix well and truly indebted

Southern Bank and Trust Company, Greenville, S. C.

in the full and just sum of Two Hundred Ten Thousand and No/100 (\$210,000.00)

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

with interest from date , at the rate of 2% above prime interest rate with maximum interest not to exceed 9% and a minimum interest of 7% processing 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 and Trust Company, Greenville, S. C., its successors and assigns forever:

of Edwards Mill Road, near the City of Greenville, S.C., containing 37 acres, more or less, and being known and designated as Seven Oaks Subdivision on a plat prepared by C. O. Riddle, Surveyor, dated May 15, 1972, and having, according to a survey prepared by C. O. Riddle, dated August 12, 1971, recorded in the RMC Office for Greenville County, S. C., in Plat Book 4J, page 69, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the edge of Edwards Mill Road at the corner of property of School District of Greenville County and now or formerly of James R. Mann, and running with line of Mann property, N 58-42 E 1,081.2 feet to a point; thence in the line of property now or formerly of Ruth Hudson, S 33-13 E 814 feet to an iron pin; thence S 28-59 E 476.7 feet to an iron pin; thence in a line of property of Lukas Leasing Co., M. E.

L mary

Let to

to the mortgagee

462

Goods.

Brech

300