MORTGAGE OF REAL ESTATE BY A CORPORATION .

Offices of Kendrick, Stephenson & Johnson, Attorneys 14t Edw., Greenville, S. C.

GREENVILLE CO. S. C.

State-of South Carolina

COUNTY OF GREENVILLE

SEP 2! 4 72 PH '70 OLLIE FARNSWORTH R. M. C.

To All Whom These Presents May Concern:

JOHN COTHRAN COMPANY, INC.

(herein called mortgagor) SENDS GREETING:

WHEREAS, the said mortgagor, John Cothran Company, Inc.

a corporation chartered under the laws of the State of South Carolina

, is well and truly indebted

to the mortgagee J. Guy Cothran

in the full and just sum of Sixteen Thousand and no/100 (\$16,000.00)

Dollars, in and by its certain promissory note in writing, of even date herewith, due and payable as provided for in the note of even date herewith

with interest from

date

, at the rate of seven (7%)

percentum until paid; 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 J. Guy Cothran, his heirs and assigns forever:

All that certain piece, parcel or tract of land lying and being on the northwesterly side of Wade Hampton Boulevard in the City of Greenville, S. C. and being all of that property conveyed to the mortgagor herein by W. N. Leslie, Glynn A. Lindsay and Ira A. Giles, Jr., as Trustees for Home Builders Association of Greenville, S. C., dated June 10, 1969, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 870, page 56, which deed by reference is incorporated herein and which fully sets forth the metes and bounds of said tract of land.

This mortgage is of equal rank and priority to that certain mortgage given by the mortgage herein of even date to Mary R. Cothran, reference to which is hereby craved.

(see reverse side)

R. M. C. TOR CREENVIELE COUNTY, S. C. AT 11:39 O'CLOCK Q M. NO. 5205