

HORTON, DRAVOY, DILLARD, MARCHBANKS, CHAPMAN & BROWN, P.A., 307 PETTIGRU STREET, GREENVILLE, S. C. 29603

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

GREENVILLE, S. C.
OCT 31 11 44 AM '72
MORTGAGE OF REAL ESTATE
(CORPORATION)
TO ALL WHOM THESE PRESENTS MAY CONCERN:
ELIZABETH RIDDLE
R.M.C.

WHEREAS, WHIPPOORWILL DEVELOPMENT COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto CARTER EXCAVATING CO., INC.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of: TWELVE THOUSAND ONE HUNDRED SEVEN and 43/100----- Dollars (\$12,107.43) due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein, with interest thereon from date at the rate of 8 per centum per annum, to be paid as provided for in said note; and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance 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 thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee and also in consideration of the further sum of Three Dollars (\$3.00) to the 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 Mortgagee, its successors and assigns:

ALL those pieces, parcels or lots of land in Fairview Township, Greenville County, South Carolina, being shown and designated as follows:

1. Lots Nos. N-32, N-33, N-34, N-35, N-39, N-40, N-41 and N-42, N-43, N-44, N-45 and N-46 as shown on a Plat entitled "Whippoorwill Section 6-N" prepared by Enwright Associates, dated October 18, 1972, and being recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4-R, Page 49, reference to which Plat is hereby craved for the metes and bounds thereof.
2. Lots Nos. W-18, W-20, W-25, W-27, W-29, W-30, and W-32 as shown on a Plat, entitled "Whippoorwill Section 4-W", prepared by Enwright Associates dated July 18, 1972, and being recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4-R, Page 26, reference to which Plat is hereby craved for the metes and bounds thereof.
3. Lots No. N-18 as shown on a Plat entitled "Whippoorwill Section 5-N" prepared by Enwright Associates, dated August 7, 1972, and being recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4-L, Page 147, reference to which Plat is hereby craved for the metes and bounds thereof.

This is a portion of the property conveyed to the Mortgagor herein by Robert M. Suddeth, by deed dated April 15, 1971, and recorded in Deed Book 913, Page 192. This Mortgage is junior in lien and inferior only to that certain mortgage heretofore granted to H. B. Cooper, et al by Robert M. Suddeth, which mortgage is recorded in Mortgage Book 1115, Page 329 and which was assumed by the Mortgagor herein by Assumption Agreement recorded in Mortgage Book 1206, Page 52. By the acceptance of this mortgage, the mortgagee does hereby covenant and agree to release any lot as designated by the mortgagor upon the timely payment of the first and second payments as provided in the note of even date herewith and upon the additional payment of \$500.00 for each lot released.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, 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 seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

for Release file N-32 thru N-35 & N-39 thru N-46 Dec 6-N also R.C.M. Plat 1262 Page 275