

MORTGAGE OF REAL ESTATE - Thomas C. Brissey, Attorney at Law, 110 Manly St., Greenville, S.C.

STATE OF SOUTH CAROLINA GREENVILLE CO. S.C. MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN DONNIE S. TANKERSLEY R.M.C.

WHEREAS, Whippoorwill Development Company, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto M.C.C. Financial Services, Inc.

(hereinafter 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 Twenty-Seven Thousand and No/100 Dollars (\$ 27,000.00) due and payable at the rate of \$450.00 per month beginning August 16, 1973,

with interest thereon from maturity at the rate of eight per centum per annum, to be paid: on demand

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 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, and being known and designated as Lots Nos. N.27, N.28, N.30 - N.38, N.40 - N.46 on a plat entitled "Whippoorwill Development Company, Inc., Section 6-N" and recorded in the RMC Office for Greenville County in Plat Book 4-R at Page 49, and having such metes and bounds as shown thereon.

The Mortgagee agrees to release any of the above numbered lots for payment to the Mortgagor of \$1,500.00 per lot sought to be released.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all fixtures, plant, and chattel fixtures now or hereafter attached, connected, or affixed 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 successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinafore described in fee simple absolute, that it has good right and is lawfully entitled to sell, convey or lease under the same, and that the premises are free and clear of all liens or encumbrances except as provided herein. The Mortgagee further covenants to warrant and forever defend the title to the said premises unto the Mortgagee, its heirs, assigns, and agents of the Mortgagee, and all persons who may lawfully claim the same in any part thereof.

For Release For Debt due to M.C.C. Financial Services, Inc. R.M.C. April 1973 Page 174