

MORTGAGE OF REAL ESTATE BY ~~BOOK 7 OR 1297~~ ~~PLAT 7117~~ of P. Bradley Menah, Jr., Attorney at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE BY A CORPORATION
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WHIPPOORWILL DEVELOPMENT COMPANY, INC.

a corporation chartered under the laws of the State of South Carolina
(hereinafter referred to as Mortgagor) is well and truly indebted unto First National Bank of South Carolina

(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 Seventeen Thousand, Four Hundred, Forty Nine and 92/100

-----Dollars (\$17,449.92) due and payable
in accordance with the terms of that certain note heretofore executed by the Mortgagor in favor of the Mortgagee in the above sum dated August 16, 1973, reference to which note is expressly craved for a more detailed statement.

with interest thereon from _____ date _____ specified in the above referred to note
at the rate of _____ per centum per annum, to be paid:

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, lower part of the County of Greenville, and being shown as all of Lot W-48 on plat of Section 7 - West, property of Whippoorwill Development Company, Inc., prepared by Enwright Associates, which plat is recorded in the RMC Office for Greenville County, S. C. in Plat Book 4Z at Page 53, reference to which plat is expressly craved for a more detailed description.

ALSO: All that certain piece, parcel or lot of land situate, lying and being in the lower part of Greenville County, South Carolina on the East side of Scuffletown Road being shown as all of Lot N-3 on plat of Section 1 - North, Property of Whippoorwill Development Company, Inc., prepared by Enwright Associates, October 15, 1971, which plat is recorded in the RMC Office for Greenville County, S. C. in Plat Book 4L, at Page 139 reference to which plat is expressly craved for a more detailed description.

This mortgage is for the purpose of substituting collateral to secure payment of the original note above referred to, which note is still outstanding, is properly stamped with the documentary stamps required by law, and is reaffirmed herewith in all of the original terms of said note by the mortgagor.

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 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 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.