

The State of South Carolina,  
COUNTY OF ~~FICKENS~~ GREENVILLE

To All Whom These Presents May Concern:

SEND GREETING:

Whereas, It , the said WHIPPOORWILL DEVELOPMENT COMPANY, INC.  
hereinafter called the mortgagor(s)  
in and by its certain promissory note in writing, of even date with these presents,  
well and truly indebted to Henry E. Bates  
hereinafter called the mortgagee(s), in the full and just sum of Nine Thousand Two Hundred Twenty  
and No/100 DOLLARS (\$ 9,220.00), to be paid  
Sixty (60) days from date

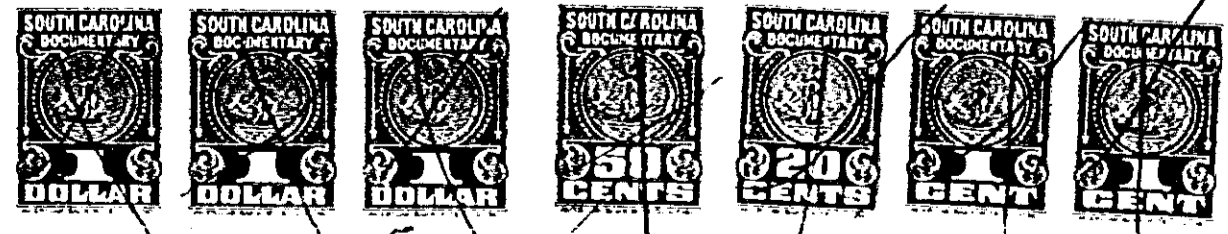
If paid within 60 days mortgagee agrees to  
accept \$8500.00 as payment in full.

with interest thereon from maturity  
at the rate of Eight (8) percentum per annum, to be computed and paid  
at maturity

until paid in full, all interest not paid when due to bear  
interest at the same rate as principal; and if any portion of principal or interest be at any time past due and un-  
paid, then the whole amount evidenced by the 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 his 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(s) promise to pay all  
costs and expenses including 10 per cent of the indebtedness as attorney's fees, this to be added to the mortgage indebt-  
edness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That it , the said mortgagor(s), in consideration of the said debt and sum of  
money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the term of  
the said note, and also in consideration of the further sum of Three Dollars, to it , the said mortgagor(s), in  
hand well and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt whereof  
is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and  
release unto the said Henry E. Bates, his heirs and assigns forever:

"All that certain piece, parcel or tract of land lying and being situate  
in the State of South Carolina, County of Greenville, on the Jones  
Mill Road, and containing 250 acres, more or less. Said tract of land  
is shown on the northernmost portion of that certain tract of 718 acres,  
more or less, shown on a plat of :Entitled Whippoorwill Country Club".  
Being bounded on the north by Jones Mill Road, bounded by northernmost  
edge of r/2 of Colonial Petroleum Company and being bisected by  
Schuffeltown Road which comprises all of the land shown on the plat  
recorded in Deed Book TTT, Page 90 lying north of the northmost edge of  
said Colonial Petroleum Company r/w."



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