

GREENVILLE
SEP 8 11 39 AM '71

BOOK 1205 PAGE 527

STATE OF SOUTH CAROLINA
GREENVILLE
COUNTY OF YORK

OLLIE FARNSWORTH
R. M. C.

HAYES, BRUNSON & GATLIN
MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Whippoorwill Development Company,
Inc., hereinafter referred to as Mortgagor,
SEND GREETINGS: WHEREAS, Mortgagor is well and truly indebted unto Guardian Fidelity
Corporation, hereinafter referred to as Mortgagee,
as evidenced by the Mortgagor's written promissory note of even date herewith, the terms of which are in-
corporated herein by reference, in the sum of One Hundred Fifty Thousand and no/100 Dollars

(\$150,000.00), with interest to be repaid as set forth in said note; and WHEREAS, the Mortgagor may hereafter, at the option of the Mortgagee, become indebted to said Mortgagee for an additional sum or sums for any purpose, including future advances, and for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments and necessary repairs; provided that any additional funds advanced and paid over by Mortgagee, whether for future advances or any other purpose, shall be so limited in amount that the sum total of all such advances, together with any balance due on the original principal debt, shall not, at the time of any such advance, exceed an amount equal to double the principal debt set forth above; NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, 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 become indebted to the Mortgagee at any time for advances made to or for Mortgagor's 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 hereby grant, bargain, sell and release unto the Mortgagee, its
and assigns forever, the following described property:

SEE ATTACHED.

The above property is conveyed subject to all easements, rights of way, and restrictive covenants of record in the chain of title.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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, is to be considered a part of the real estate.

*For acknowledgment given. see R. E. M. Book 1206 page 153.
see R. E. M. Book 1206 page 159.*