

MORTGAGE OF REAL ESTATE BY A CORPORATION OFFICE OF P. Bradley Morrah, Jr., Attorney at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA } DONNIE S. TANKERSLEY } MORTGAGE OF REAL ESTATE BY A CORPORATION
COUNTY OF GREENVILLE } R.M.C. } TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WHIPPOORWILL DEVELOPMENT CO., 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 36 equal monthly installments of \$484.72 each commencing November 20, 1973 and continuing until paid in full; payments applied first to interest, balance to principal.

specified in said note, reference to which is craved
with interest thereon from date at the rate of / per centum per annum, to be paid: monthly

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} certain piece/parce/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 on Pheasant Way and being shown as all of Lots W-42, W-43, W-44, W-45, W-46, W-49 of Section 7 West, on Plat of "Property of Whippoorwill Development Company, Inc.", prepared by Wolfe and Huskey, Inc., Engineers, June 28, 1973, 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.



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.

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