

STATE OF SOUTH CAROLINA 3 3 16 PM '70
COUNTY OF GREENVILLE MORTGAGE OF REAL ESTATE

DONNIE S. TANKERSLEY
R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WHIPPOORWILL DEVELOPMENT CO., INC.,

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN COURTS, 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 Ten Thousand One Hundred Fifty-Two and 80/100----- Dollars (\$10,152.80) due and payable

as per the terms of said note,

with interest thereon from date at the rate of 8 per centum per annum, to be paid: as per the terms of said note.

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:

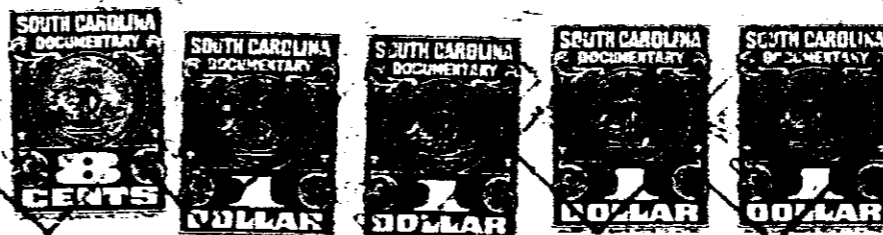
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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

All those certain pieces, parcels or lots of land in Greenville County, S. C., being known and designated as Lots Nos. N-43, N-44, N-45 and N-46 on a plat of property belonging to Whippoorwill Development Co., Inc., which plat is recorded in the R.M.C. Office for Greenville County, S. C., in Plats Book 4R, at Page 49; each lot having metes and bounds as shown thereon.

It is further understood and agreed that the lien of this mortgage is junior to and inferior to the lien of prior and subsisting mortgage and/or mortgages.

It is further understood and agreed that each lot herein encumbered may be released by the payment of a principal sum of Two Thousand Six Hundred and no/100 (\$2,600.00) Dollars per lot, together with interest at the rate of Eight (8%) per cent per annum from date to the time of the release.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 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 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.