

FILED
GREENVILLE CO. S. C. BOOK 1206 PAGE 52

SEP 2 1 20 PM '71

OLLIE FARNSWORTH
R.H.C.

The State of South Carolina,

County of GREENVILLE

To All Whom These Presents May Concern: WHIPPOORWILL DEVELOPMENT COMPANY, INC. SENDS GREETING:

Whereas, the said Robert M. Suddeth in and by his certain promissory note in writing, of even date with these presents, well and truly indebted to dated January 24, 1969, in the aggregate original principal sum of \$590,427.00 is well and truly indebted to in the full and just sum of H. B. Cooper and W. M. Chamblee, Sr., of the unpaid sums due thereon, together with interest thereon as provided in said promissory notes, the terms and provisions of which, providing, inter alia, that the last payment of principal and interest shall be due on January 15, 1973, is incorporated herein by reference. WHEREAS, the said Whippoorwill Development Company, Inc., heretofore in writing has assumed and agreed to pay the balance due on the aforesaid promissory notes, with interest thereon from at the rate of : per centum per annum to be computed and paid:

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

NOW KNOW ALL MEN, That , the said Whippoorwill Development Company, Inc. , in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said H. B. Cooper and W. M. Chamblee, Sr., according to the terms of the said note, and also in and other valuable consideration consideration of the further sum of Three Dollars, to the said Whippoorwill Development

Company, Inc. , in hand well and truly paid by the said H. B. Cooper and W. M. Chamblee, Sr. and sufficiency 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 H. B. Cooper and W. M. Chamblee, Sr., their heirs and assigns, forever:

PARCEL NO. 1:

All that certain piece, parcel or strip of land, containing 2.17 acres, more or less, situate, lying and being on and near Scuffletown Road, Fairview Township, County of Greenville, State of South Carolina, adjoining other property of the mortgagor herein as shown on plat entitled "Plat of Property of Whippoorwill Country Club (owned by: Robert M. Suddeth)", prepared by Enwright Associates, dated March 4, 1969, and recorded in the R.H.C. Office for Greenville County, South Carolina, in Plat Book 41 at page 151.

..(Cont'd.)

For Substitution Agree with O. E. M. Book 1206 page 150.