

MORTGAGE OF REAL ESTATE—Office of P. BRADLEY MORRAH, JR., Attorney at Law, Greenville, S. C.

BOOK 1268 PAGE 433

STATE OF SOUTH CAROLINA GREENVILLE CO. S. C.

COUNTY OF GREENVILLE FEB 28 5 03 PM '73 MORTGAGE OF REAL ESTATE

DOHNIE S. TANKERSLEY ALL WHOM THESE PRESENTS MAY CONCERN; R.M.C.

WHEREAS, We, Jack Davis Sexton, Jr. and Mamie Louise Sexton

(hereinafter referred to as Mortgagor) is well and truly indebted unto Whippoorwill Development Company, 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 Four Thousand and No/100 ----- Dollars (\$ 4,000.00--) due and payable in equal monthly installments of \$86.60 each commencing on the first day of April, 1973 and continuing thereafter until paid in full; payments applied first to interest, balance to principal

with interest thereon from date at the rate of seven 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 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 Greenville, and being shown as all of Lot N-12 on plat entitled "Section 3-N, Whippoorwill Country Club", prepared by Enwright Associates, Engineers, August 21, 1969 (revised October 19, 1971) which plat is recorded in the RMC Office for said County in Plat Book 4-L, at Page 155, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the South side of Jones Mill Road, joint front corner of Lots N-13 and N-12, and running thence S. 18-55 E. 198.4 feet to iron pin; thence S. 59-07 W. 135 feet to iron pin; thence N. 35-53 W. 281 feet to iron pin on said road; thence with said road, N. 82-17 E. 218.2 feet to point of beginning.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

FOR VALUE RECEIVED, the undersigned does hereby assign, transfer and set over unto Motor Contract Company of Greenville all of its right, title and interest in and to the within mortgage with recourse this 28th day of February, 1973.

Witness:

Thomas Comins
Lynne L. Wilson

WHIPPOORWILL DEVELOPMENT COMPANY INC

By: *Edward M. O'Leary*
Secretary

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.