

MORTGAGE OF REAL ESTATE—Office of GREENVILLE CO. S.C. FILED 1258 PAGE 477

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MAR 1 2 42 PM '73
DONNIE S. TANKERSLEY
R.H.C. MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

REGULATIONS
COMPLIED WITH
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WHEREAS, Thomas S. Mullinax

(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 Nine Hundred Ninety-Five and No/100
Dollars (\$ 4,995.00) due and payable

at the rate of \$83.25 a month for a period of 60 months beginning April 1, 1973.

with interest thereon from date at the rate of seven per centum per annum, to be paid on demand.

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, situate, lying and being in Fairview Township, and being shown as all of Lot 11-37 on plat entitled Section 6-N WHIPPOORWILL, prepared by Enwright Associates, October 18, 1972, which plat is recorded in the RMC Office for said County in Plat Book 4-R, at Page 49, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the north side of Heron Drive, corner of Lot 11-36; thence N. 17-56 E. 254 feet to an iron pin; thence N. 85-30 W. 190.41 feet to an iron pin; thence S. 17-56 W. 241.26 feet to an iron pin on Heron Drive; thence with said Drive S. 72-30 E. 170 feet to an iron pin; thence still with said Drive S. 64-37 E. 20.23 feet to the 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.

WHIPPOORWILL DEVELOPMENT COMPANY, INC.

IN THE PRESENCE OF:

Lucius S. Wilson
Harley D. Holman

By: *Edmund M. O'Sullivan*
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.