

REGULATION NO. 22
COMPLIED WITH

FILED
GREENVILLE CO. S. C.
MAY 21 4 13 PM '77
CONNIE S. TANKERSLEY
MORTGAGE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Whippoorwill Development

Company, Inc. (hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C., (hereinafter referred to as Mortgagee) in the sum of One Hundred Thousand and No/100 - - - - - DOLLARS

(\$100,000.00), as evidenced by the Mortgagor's note of even date, bearing interest as stated in said note, and payable as therein stated or as modified by mutual agreement, in writing, the final maturity of which is Ten years after the date hereof, unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated herein by reference; and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account, including advances made by the Mortgagee on other or no security:

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, containing approximately 250 acres, more or less, on the Jones Mill Road, which tract of land is shown as the Northernmost portion of that certain tract of 718 acres, more or less, shown on a plat entitled "Whippoorwill Country Club" prepared by Enwright Associates, Engineers, which plat is recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book TTT at page 99, said tract of land being bounded on the North by the Jones Mill Road and on the South by the Northernmost edge of the right-of-way for a pipeline granted to Colonial Petroleum Company and being bisected by Scuffletown Road and which tract comprises all of the land shown on the plat recorded in Plat Book TTT at page 99, lying North of the Northernmost edge of the said Colonial Petroleum Company right-of-way. LESS, HOWEVER, the following properties which are expressly excluded from the lien of this mortgage: (1) Tract C, as shown on said plat and as further shown on plat recorded in Plat Book TTT at page 68, said RMC Office, consisting of some 3 acres of land owned by Agnes C. Cooper; (2) Tract D, as shown on said plat and as further shown on plat recorded in Plat Book TTT, at page 68, said RMC Office, consisting of approximately 2 acres, being the property of Robert M. Suddeth; (3) Lots W-17 through W-13, inclusive, shown on plat of Sec. 3-West, Whippoorwill, recorded in said RMC Office in Plat Book 4L, page 153; (4) Lots W-18 through W-33, inclusive, as shown on Plat of Sec. 4-West, Whippoorwill, recorded in said RMC Office, Plat Book 4R, page 26; (5) Lot W-1 through W-5, inclusive, shown on plat of Sec. 1-West, Whippoorwill, which plat is recorded in said RMC Office in Plat Book 4L, page 149; (6) Lots W-6 through W-12, inclusive, shown on plat of Sec. 2-West, Whippoorwill, which plat is recorded in said RMC Office in Plat Book 4L, page 151; (7) Lots N-1, N-2, N-3, N-4 shown on Sec. 1-North, Whippoorwill, which plat is recorded in the RMC Office in Plat Book 4L, page 139; (8) Lots N-5 through N-11, inclusive, shown on Sec. 4-North, Whippoorwill, which plat is recorded in said RMC Office in Plat Book 4L, page 147; (9) Lots N-26 through N-46, inclusive, shown on Sec. 6-North, Whippoorwill, (Continued page 2-A Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or attached) 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 and any other equipment or 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.

For Subordination of Mortgage See R.P.D. Book 1276 page 458