

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE } FILED GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

AUG 2 3 40 PM '73

DONNIE S. TANKERSLEY  
R.H.C.

WHEREAS, JOHN E. RUDESILL

(hereinafter referred to as Mortgagor) is well and truly indebted unto Whippoorwill Development Co., 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 Six Thousand Seven Hundred Fifty and no/100 -----  
----- Dollars (\$ 6,750.00 ) due and payable

In accordance with the terms set forth in certain note of even date executed by the mortgagor in favor of the mortgagee reference to which is expressly craved

maturity  
with interest thereon from date at the rate of 7% 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 being shown as all of Lot W - 29 of Section 4 - West on Plat of property of Whippoorwill Development Co., Inc. recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4R at Page 26 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the west side of Meadowlark Lane at the joint front corners of Lot W - 29 and W - 30; thence S. 22-088 158.6 feet to an iron pin; thence S. 52-13 W. 164.4 feet to an iron pin; thence N. 31-44 W. 180.5 feet to an old stone; thence with said street the following courses and distances: S. 67-11 W. 84.3 feet to an iron pin; thence along a curving course (the chord of which is N. 72-41 E.) 84.3 feet; thence N. 44-25 E. 35 feet to point of beginning.

STATE OF SOUTH CAROLINA  
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ASSIGNMENT



FOR VALUE RECEIVED the undersigned by the execution of these presents does expressly transfer, sell and assign the within mortgage to MCC FINANCIAL SERVICES, INC., its successors and assigns with full recourse.

WITNESS the hand and seal of the undersigned by his duly authorized corporate official this 27<sup>th</sup> day of July, 1973.

IN PRESENCE OF:

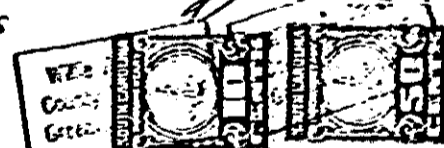
WHIPPOORWILL DEVELOPMENT, INC.

D. E. Healy, SR  
Thomas E. Oving

BY: Edward M. D. Sturdy  
ITS Sec/Treas

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

PROBATE



Personally appeared the undersigned witness and made oath that (s)he saw the within named Corporation, by its duly authorized officers, sign, seal and as the mortgagor's act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 27<sup>th</sup> day of July, 1973

Thomas E. Oving (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 4-7-79

D. E. Healy, SR



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 Mortgagee 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 whatsoever lawfully claiming the same or any part thereof.

RECORDED

4328 RV.3