

MORTGAGE OF REAL ESTATE BY A CORPORATION - Office of P. Erdley Mourah, Jr., Attorney at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE BY A CORPORATION
TO ALL WHOM THESE PRESENTS MAY CONCERN:
AUG 16 2 21 PM '73

WHEREAS, **WHIPPOORWILL DEVELOPMENT CO., INC.**

a corporation chartered under the laws of the State of South Carolina
(hereinafter referred to as Mortgagor) is well and truly indebted unto **FIRST NATIONAL BANK** of South Carolina

(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 **Seventeen Thousand Four Hundred Forty Nine and 92/100** - - -

----- Dollars (\$17,449.92) due and payable

In 36 equal monthly installments of \$484.72 each commencing September 20, 1973 and continuing until paid in full; payments applied first to interest, balance to principal.

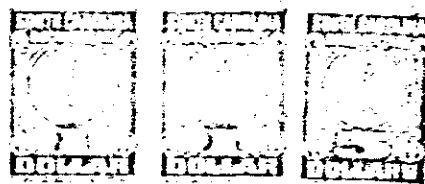
with interest thereon from _____ date _____ specified in said note, reference to which is craved at the rate of _____ / _____ per centum per annum, to be paid: **monthly**

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:

those **"ALL** certain piece/parcel/lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of **Greenville on Pheasant Way and being shown as all of Lots S-1, S-2, S-3, S-4, and S-12, of Section 1, South, on Plat of "Property of Whippoorwill Development Company, Inc.", prepared by Wolfe and Huskey, Inc., Engineers, June 28, 1973, which plat is recorded in the RMC Office for Greenville County, S. C. in Plat Book 5B at Page 2, reference to which plat is expressly craved for a more detailed description.**

ALSO: All that certain piece, parcel or lot of land together with the improvements thereon, situate, lying and being in Greenville County, State of South Carolina and being shown as all of Lot 5 of Section 1, South on Plat of "Property of Whippoorwill Development Company, Inc." recorded in the RMC Office for Greenville County, S. C. in Plat Book 5B at Page 2 reference to which plat is expressly craved for a more detailed description.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may lawfully be had thereon, and included in all leases, plantations, and buildings fixtures now or hereafter attached, annexed, or fitted thereto in any manner, it being the intention of the parties hereto that all fixtures and equipment other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, of and singular to and for the use and behoof of the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagee covenants that it will fully and lawfully discharge the same as provided in the promissory note and that it will defend, protect, and maintain the same against all claims, demands, suits, actions, proceedings, judgments, and decrees, and will pay the same and the costs thereof, and will execute all necessary instruments and do all other things which may be required of it in order to give effect to the terms and conditions of the promissory note and of these presents, and to secure the payment of the same.