

The State of South Carolina, } Herman James Whitehead and Jo Ann Whitehead
COUNTY OF GREENVILLE } TO

TO ALL WHOM THESE PRESENTS MAY CONCERN: *Modern Homes Construction Company*
SEND GREETING:

WHEREAS We the said *Herman James Whitehead and Jo Ann Whitehead* in and by our certain promissory note bearing date the 9th day of February A.D., 1959, stand firmly held and bound unto the said *Modern Homes Construction Company*, or order, in the sum of One Thousand Nine Hundred Eighty-four and 80/100 (\$1984.80) Dollars, payable in Sixty (60) successive monthly installments, each of Thirty-three and 08/100 (\$33.08) Dollars, except the final installment, which shall be the balance then due, the first payment commencing on the first day of April, 1959, and on the first day of each month thereafter until paid, as in and by the said note and condition thereof, reference being thereunto had, will more fully appear.

FILED
FEB 12 1959
GREENVILLE
Mrs. Ollie Farnsworth
R. M. C.

Now, KNOW ALL MEN, That We the said *Herman James Whitehead and Jo Ann Whitehead*, for and in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said *Modern Homes Construction Company*

according to the terms of the said note and also in consideration of the further sum of THREE DOLLARS to us the said *Herman James Whitehead and Jo Ann Whitehead* in hand well and truly paid by the said *Modern Homes Construction Company* at and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents DO GRANT, bargain, sell and release unto *Modern Homes Construction Company* its successors and assigns

All that certain parcel or lots of land situated on the north side of *Crain Drive* near *Fairview Baptist Church*, in *Chick Springs Township*, *Greenville County*, State of *South Carolina*, being designated as *Lots Nos. 29, 31, 30 and 32* of the property of *John B. and Mencie N. Crain* according to survey and plat of *H. S. Brockman*, Surveyor, dated *May 12, 1948*, recorded in *Plat Book "Y"*, page *79*, *R.M.C. Office for Greenville County*, and having the following courses and distances, to wit:

BEGINNING at an iron pin on north side of *Crain Drive*, corner of *Lots No.s 28 and 29*, and running thence along line of same, *N. 29-00 E. 273.1* feet to an iron pin on *Perry Smith* line; thence along that line, *S. 65-07 E. 200.68* feet to iron pin, corner of *Lot No. 33*; thence along line of same, *S. 29-00 W. 288.7* feet to iron pin on north side of *Crain Drive*; thence along said *Drive*, *N. 61-00 W. 200* feet to the beginning corner.

This is a portion of the property conveyed to *Woodrow R. Vaughn* by deed of *Alvin S. Crain, et al.*, recorded in *Deed Book 362*, page *205*, *R.M.C. Office for Greenville County*, and conveyed to *Herman James Whitehead and Jo Ann Whitehead* by deed of *Woodrow R. Vaughn* dated *March 10, 1958*, and recorded in *Deed Book 605* page *42*, *R.M.C. Greenville County*.

The mortgagors hereby warrant that this is the first and only encumbrance on this property.