SOUTH CAROLINA MORTGAGE OF REAL ESTATE TO SECURE NOTE—WITH INSURANCE, TAX, AND ATTORNEY'S FEES CLAUSES

THE STATE OF GEORGIA COUNTY OF LOWNDES

TO ALL WHOM THESE PRI

Mrs. Ollie Farnsworth

R. M. CONDERN:

MODERN HOMES CONSTRUCTION COMPANY

MODERN HOME MICHIGARY COMPANY

Whereas The said MODERN HOMES ONSTRUCTION COMPANY, a Florida Corporation with its principal office located at Valdosta, Georgia, hereinafter referred to as Mortgagor, in and by its certain promissory note bearing date

the 21st day of February A.D., 1953, stands firmly held and bound unto the said MODERN HOMES MYCHIKEMER COMPANY of Montgomery, Alabama, hereinafter referred to as mortgagee, or Finance

order, in the sum of Four Thousand Five Hundred Fifty-seven and 60/100---- Dollars

(\$ 4,557.60 ), payable in 120 successive monthly installments, each of \$ 37.98 , the first payment com-

mencing on the that day of March , 1963 , 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.

NOW, KNOW ALL MEN, That the said Mortgagor for and in consideration of the said debt and sum of money-aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said note and also in consideration of the further sum of THREE DOLLARS to the said Mortgagor in hand well and truly paid by the said portgagee at and before the sailing and delivery of these Presents, the receipt whereof is hereby acknowldgd, has granted, bargained, sold and release unto the Mortgagee, its

successors and assigns, certain real estate in Greenville County, South Carolina, described as follows:

All that certain lot of land, with improvements thereon, situate, lying and being in Paris Mountain Township, School District 10-b, Greenville County, State of South Carolina; Being a part of that tract No. 5 on a plat made by W. J. Riddle in 1937, revised in. August 1937. Beginning 150 feet from Bobby R. Watson's old eastern most corner and running along a right-of-way to the beginning point in a westerly direction; thence with James A McClain's line as described in Deed dated September 16, 1960 recorded in Deed Book 659; Page 409, Greenville County Registry 277 feet in a northwesterly direction to a new corner; thence a new line in a westwardly direction 40 feet to a new corner; thence a new line in a southeasterly direction 277 feet to a new corner; thence with a right-ofway line 40 feet to the beginning and bounded on the north and west by other lands of Bobby R. Watson; on the east by lands of James A. McClain; on the south by 20 foot wide right-of-way and being a part of that certain 12.42 acres, more or less, conveyed to Bobby R. Watson by deed of J. H. Štrickland, September 27, 1957, recorded in Deed Book 585, Page 241, in the R. M. C. Office for Greenville County, South Carolina. A right of ingress, egress, and regress is conveyed as a part of this instrument leading from public dirt road in a northerly direction along Bobby R. Watson's eastern line and then in a westerly direction to the lot herein conveyed to James A. McClain, said right-ofway is 20 feet wide, said conveyance is conveyed to James A. McClain, his heirs and assigns, and general public forever.

This is the same real estate as conveyed to Modern Homes Construction Company by deed of James A. McClain, dated February 15, 1962, and recorded in Book 692, Page 469, public records of Greenville County, South Carolina.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurteances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular, the said Premises unto the said Mortgagee, its successors and assigns forever.

AND The Mortgagor does hereby bind itself, its successors and assigns to warrant and forever defend all and singular the said Premises unto the said Mortgagee, its successors and assigns, from and against its successors and assigns lawfully claiming; or to claim the same, or any part thereof.

AND it is agreed by and between the said parties that in case of default in any of the payments of interest or principal as herein provided for, the whole amount of the debt secured by this mortgage shall become due and payable at once.

AND IT IS FURTHER AGREED, by and between the said parties, that the said Mortgagor, its successors and assigns, shall and will insure the house and buildings on said lot, and keep the same insured from loss or damage by fire, and assign the Policy of Insurance to the said Mortgagee and in case that it shall, at any time, neglect or fail so to do, then the said Mortgagee may cause the same to be insured in its name, and reimburse itself for the premium and expenses of such insurance, together with interest on the amount so paid, at the rate of Six (6%) per cent, per annum, from the date of such payment, under this mortgage.