

his Heirs, Executors, Administrators or Assigns, together with the interest thereon, if any shall be due, under the covenants of this Mortgage, then this Deed of Bargain and Sale shall cease, determine, and be utterly null and void; otherwise it shall remain in full force and virtue.

AND IT IS AGREED, by and between the said parties, that E. N. Rochester, his heirs and assigns are to hold and enjoy the said Premises until default of payment shall be made.

AND IT IS FURTHER AGREED AND COVENANTED between the said parties, that in case the debt secured by this Mortgage, or any part thereof, is collected by suit or action, or this Mortgage be foreclosed, or put into the hands of an Attorney for collection, suit, action or foreclosure, or in the event of the foreclosure of any mortgage, prior or subsequent to this mortgage, in which proceeding this mortgagee is made a party, or in the event of the bankruptcy of the mortgagor, or in assignment by the mortgagor for the benefit of creditors, the said Mortgagor, his Heirs, Executors, Administrators or Assigns, shall be chargeable with all costs of collection, including Ten (10%) per cent, of the principal and interest on the amount involved as Attorney's fee, which shall be due and payable at once; which charges and fees, together with all costs and expenses, are hereby secured, and may be recovered in any suit or action hereupon or hereunder.

Witness my Hand and Seal, this 6th day of September in the year of our Lord one thousand nine hundred and sixty and in the one hundred and eighty-fifth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF

Signatures of witnesses and E. N. Rochester (L. S.) and Ray A. Durham (L. S.)

The State of South Carolina,

COUNTY OF GREENVILLE

PERSONALLY appeared before me, Archie Davis and made oath that he saw the within-named E. N. Rochester

act and deed, deliver the within-written Deed; and that he with Ray A. Durham witnessed the execution thereof.

SWORN to before me, this 6th day of September, A. D. 1960

Signature of Ray A. Durham

NOTARY PUBLIC FOR S. C. MY COMMISSION EXPIRES AT THE PLEASURE OF THE GOVERNOR.

The State of South Carolina,

COUNTY OF GREENVILLE

I, Ray A. Durham, Notary Public for South Carolina do hereby certify unto all whom it may concern that Mrs. Frances E. Rochester

the wife of the within-named E. N. Rochester did this day appear before me and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within-named Modern Homes Construction Co., its Heirs and Assigns, all her interest and estate, and also all her right and claim of Dower, of, in, or to all and singular the Premises within mentioned and released.

Given under my Hand and Seal this 6th day of September Anno Domini 1960

Notary Public, My commission expires at the pleasure of the Governor. Recorded September 10, 1960 at 10:00 A. M. #7046

SEP 10 1960 7046 The State of South Carolina County of GREENVILLE

E. N. Rochester

TO

Modern Homes Construction Company P. O. Box 278 West Columbia, South Carolina

Mortgage Real Estate

I hereby certify that the within Real Estate Mortgage was filed for record in my office at 10 A.M. o'clock on the 10 day of September 1960, and was immediately entered upon the proper indexes and duly recorded in Book 835 of Real Estate Mortgages, page 465 RMC - State of - Greenville County, S. C.

5590 S. 96 Notary Seal - 60 9 1421 S

This Mortgage Assigned to Modern Home Finance Co. on 28 day of Dec. 1963. Assignment recorded in Vol. 954 of R.E.M. Page 388

This Mortgage Assigned to First Natl. Bank of Atlanta, Inc. on 27 day of March 1964. Assignment recorded in Vol. 954 of R.E.M. Page 389