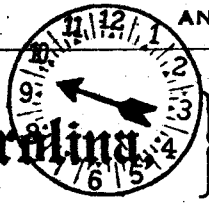


FILED

MOBILE 26 1960 AM ESTATE TO SECURE NOTE-WITH INSURANCE TAX AND ATTORNEY'S FEES CLAUSES

BOOK 837 PAGE 169



The State of South Carolina

James A. McClain

TO

MODERN HOMES CONSTRUCTION COMPANY

COUNTY OF GREENVILLE

Mrs. Ollie Farnsworth

TO ALL WHOM THESE PRESENTS MAY CONCERN

Send Greeting:

WHEREAS I/~~We~~ the said James A. McClain

in and by my (~~our~~) certain promissory note bearing date the 21st day of September A.D., 19 60 , stand firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of (\$4440.96)

Four Thousand, Four Hundred, Forty and 96/100 , Dollars, payable in 72 successive monthly installments, each of \$61.68 , except the final installment, which shall be the balance then due, the first payment commencing on the ~~1st~~ 15th day of December , 19 60 , and on the ~~1st~~ 15th 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 I/~~We~~ the said James A. McClain 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 me/~~us~~ the said James A. McClain 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 real estate in Greenville County, South Carolina as follows:

All that certain lot of land, with improvements thereon, situate, lying and being in Paris Mountain Township, in School District 10-B, Greenville County, State of South Carolina; and being a part of tract No. 5 on a plat made by W. J. Riddle in 1937, revised in August 1937: Beginning at Bobby R. Watson's old Eastern most corner; thence with Bobby R. Watson's old line 375' in a Northwesterly direction to a new corner; thence a new line on Bobby R. Watson's line 300' in a Southeasterly direction to a new corner; thence in a Easterly direction 150' to the beginning and bounded on the North East by lands of Vernon Andrews, on the South by lands of Bobby R. Watson and a right-of-way leading to lot of James A. McClain, West by other lands of Bobby R. Watson.

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 to James A. McClain's lot said right-of-way is 20' wide, said conveyance is conveyed to James A. McClain, his heirs and assigns, and general public forever. This lot and right-of-way is a part of that certain 12.42 acres, more or less, conveyed to Bobby R. Watson by deed of J. H. Strickland dated September 27, 1957 and recorded in Book 585, Page 241, in the R.M.C. Office of Greenville County, South Carolina.

Above land conveyed to James A. McClain by deed of Bobby R. Watson dated September 16, 1960 and recorded in Deed Book _____, Page _____, Greenville County Registry.

Mortgagor hereby warrants that this is the first and only encumbrance on this property and that Modern Homes Construction Company built a shell type house on the land conveyed herein and that mortgagor has right to convey said property in fee simple.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances 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 Modern Homes Construction Company, its successors, Heirs and Assigns forever.

AND I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said Premises unto the said Modern Homes Construction Company, its successors, Heirs and Assigns, from and against me and my Heirs, Executors, Administrators 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 James A. McClain, his Heirs, Executors or Administrators, 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 Modern Homes Construction Company and in case that I or my heirs shall, at any time, neglect or fail so to do, then the said Modern Homes Construction Company may cause the same to be insured in their name, and reimburse themselves 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.

AND IT IS FURTHER AGREED AND COVENANTED, by and between the said parties, that until the debt hereby secured be paid, the said Mortgagor his Heirs, Executors, Administrators or Assigns, shall and will pay all taxes on the property hereby mortgaged, when due and payable, and in case said mortgagor(s) shall fail to do so, the said Mortgagee, its Executors, Administrators or Assigns, may pay said taxes, together with any costs or penalties incurred thereon, or any part thereof, and reimburse itself for the same, 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.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if I/~~We~~ the said, James A. McClain do and shall well and truly pay, or cause to be paid, unto the said Modern Homes Construction Company the said debt or sum of money aforesaid, with the interest thereon, if any shall be due, according to the true intent and meaning of the said note and all sums of money provided to be paid by the Mortgagor

See Assignment Sec. 26, S. M. Book 837 Page 169
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