

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 James A. McClain, 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 7th day of November 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

Wm White James A. McClain (L. S.)
Ray A. Durham James A. McClain (L. S.)

The State of South Carolina,

COUNTY OF GREENVILLE

PERSONALLY appeared before me, Wm White and made oath that he saw the within-named James A. McClain

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

SWORN to before me, this 7th day of November A. D. 19 60
Ray A. Durham

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. Kathleen McClain the wife of the within-named James A. McClain 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 by Hand and Seal this 7th day of November Anno Domini 1960
Ray A. Durham (L. S.) Kathleen McClain
Kathleen McClain

Notary Public, My commission expires at the pleasure of the Governor.

Recorded November 10th, 1960. at 9:45 A.M. #12483

NOV 10 1960

12483

The State of South Carolina
County of GREENVILLE

James A. McClain

TO

Modern Homes Construction Company, South Carolina
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 9:45 A.M. o'clock on the 10th day of November 1960 and was immediately entered upon the proper indexes and duly recorded in Book 841 of Real Estate Mortgages, page 459

RMC XXXXXXXXXXXXXXX for Greenville County, S. C.

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Part Unit 5, Paris mt. Sp.