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

of South Carolina,

Donald Jerry Black TO MODERN HOMES CONSTRUCTION COMPANY P. O. Box 1331, Valdosta, Georgia

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS I/ the said Donald Jerry Black

in and by my tertain promissory note bearing date the 2nd

A.D., 19 64

am/are indebted to the said Modern Homes Construction Company, or order, in the sum of

Dollars, payable in

Seven Thousand Three Hundred Five and 12/100----(\$7,305.12) . successive monthly installments, each of \$ 50.73

15th day , with the first payment commencing on the , 19 64 , and payable on the same 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/ the said Donald Jerry Black for and in consideration of the said debt and sum of money aforesaid, and for 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 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 in hand well and truly paid by the said Modern Homes Construction Company at and before the sealing and delivery of the 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 County, South Carolina, as follows: successors and assigns, certain real estate in Greenville

All that piece, parcel or lot of land situate, lying and being in Paris Mountain Township, Greenville County, State of South Carolina, and being a part of Lot No. 2 on a plat of the property of W. D. Black, made by C. C. Jones, C. E., dated August 14, 1958, recorded in the R. M. C. Office for Greenville County, and having the following metes and bounds, to-

BEGINNING at a point, an iron pin, on the southern edge of Circle Road, the joint front corner of said lot No. 2 and Lot No. 1 on said plat, and running thence along the joint line of said lots S. 14-30 W. a distance of 580.8 feet; thence N. 72-00 W. to a point on the western line of said lot No. 2 a distance of 75 feet; more or less, said point being a distance of 580.8 feet from the southern edge of said Circle Road; thence N. 14-30 E., along the western line of Lot No. 2 a distance of 423.8 feet to an iron stake; thence S. 72-00 E. a distance of 50 feet; thence North 14 degrees East 157 feet to an iron stake on the Southern side of Circle Road; thence South 72-00 East along southern side of said road 25 feet to point of beginning.

This is the same property conveyed to Donald Jerry Black by Deed from ... D. Black dated August 15, 1958 and recorded in Book 605, Page 67, Office of the Clerk of Court, Greenville County, South Carolina.

This being the same parcel of land on which Modern Homes Construction Company erected a shell-type frame house for the Mortgagor herein. The Mortgagor herein warrants that this is the first and only encumbrance on this property.

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 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, and assigns, from and against me and my Heirs, Executors, Administrators and Assigns lawfully claiming, or to claim the same or any part thereof 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 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

house and buildings on said lot, and keep the same insured from loss or damage by fire, with extended coverage in the amount of \$4,400.00 and assign the Policy of Insurance to the said Modern Homes Construction Co Donald Jerry Black, his amount of \$4,400.00 and assign the Policy of Insurance to the said Modern Homes Construction Company, and in case that I omy 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 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 per centum (6%), per annum, from the date of such payment, under this Mostrone. 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 successors or assigns may pay said taxes, together with any costs or penalties incurred thereon, or any part thereof, and simburse 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 do and 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 according to the true intent and meaning of said note and all sums of money provided to be paid by the if I/Westhe