

The State of South Carolina,

Perry E. Giles TO BCCA 799 Plat 201

MODERN HOMES CONSTRUCTION COMPANY

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: MODERN HOMES CONSTRUCTION COMPANY

Send Greeting:

WHEREAS I/We the said Perry E. Giles in and by my (our) certain promissory note bearing date the 3 day of August A.D., 19 59 , stand firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of Two Thousand nine hundred eight and 08/100 Dollars, payable in 72 successive monthly installments, each of \$40.39 (\$2908.08) Dollars, except the final installment, which shall be the balance then due, the first payment commencing on the first day of October 19 59 , 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 I/We the said Perry E. Giles 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 Perry E. Giles 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 All that piece, parcel or lot of land, containing one acre, more or less, situate, lying and being on the northerly side of a certain county road running in an westerly direction 853 feet from the Scuffletown Road, about one and one-half miles from the Town of Simpsonville, Greenville County, South Carolina, having according to a plat prepared by Jones & Sutherland, Engineers, dated June 8, 1959, entitled "Property of Perry Giles, Simpsonville (Greenville Co.) S.C.", the following metes and bounds, to wit: BEGINNING at an iron pin in the center of a certain county road, the same being located 853 feet in a westerly direction from the center of the Scuffletown Road, and running thence N. 12-15 W. 160.0 feet to an iron pin; thence N. 53-04 W. 81.6 feet to an iron pin; thence S. 88-45 W. 140.0 feet to an iron pin; thence S. 1-15 E. 208.0 feet to an iron pin in the center of the above referred to county road; thence along the northerly side of the said county road N. 88-45 E. 235.0 feet to the beginning corner. The above described property is bounded on the south by the said county road, and on all other sides by property of Thomas J. Brown. Being a part of the same property conveyed to Thomas J. Brown by J. P. Jones by deed dated February, 1953, recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 472, at page 546. Above land conveyed to mortgagor by deed of Thomas J. Brown, dated June 13, 1959, and recorded in Deed Book _____ on page _____, Records of Greenville County. Mortgagor hereby 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, 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

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 Perry E. Giles, 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 me 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 Perry E. Giles 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

Satisfied and paid in full this 22nd day of December, 1965.

Modern Homes Construction Company M. M. DeLoach Vice President

Witnesses: Carolyn B. Barrett Sona C. Dougherty

SATISFIED AND CANCELLED BY RECORD

11 DAY OF January 1966

Ollie Jamesworth

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 1148 OGDON L. A. NO 20322

Vertical handwritten notes on the right margin, including "Modern Homes Construction Company" and "141".