SEP 104950 ATMORNEY'S FEES CLAUSES

The State of South Carolina,

Sherman M. Rochester

COUNTY OF GREENVILLE

County, South Carolina as follows:

TO ALL WHOM THESE PRESENTS MAY CONCERNIE Farmsworth

Send Greeting:

Whereas I/Max the said Sherman M. Rochester. M. C.

in and by my (xxxx) certain promissory note bearing date the 6th day of September

A.D., 19*60*

firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of (\$3614.40)

Three Thousand, Six Hundred, Fourteen and 40/100 , Dollars, payable in 72 successive monthly installments, each of \$ 50.20 , except the final installment, which shall be the balance then due, the first pay. ment commencing on the first day of November , 19 60, 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 Sherman M. Rochester 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/xx the said Sherman M. Rochester 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 eestate in Greenville

All that certain 100' X 150' lot of land, with improvements thereon, situate, lying and being in School District 10-B, Greenville County, State of South Carolina. 210' in a Southerly direction from Lillie Callie Rochester's North East corner; thence a new line on Lillie Callie Rochester's land 150' in a Westerly direction to a new corner; thence a new line on Lillie Callie Rochester's land 100' in a Southerly direction to a new corner; thence 150' in a Easterly direction to a new corner; thence 100' in a Northerly direction along Hunt Bridge Road to the Beginning and Bounded on the North, South and West by lands of Lillie Callie Rochester, East by Hunt Bridge Road, and being a part of that certain $(7\frac{1}{2})$ acres, more or less, conveyed to Lillie Callie Rochester by deed of Charles J. Spillane, dated August 15, 1956 and recorded in Deed Book 559, Page 293, in the R.M.C. Office for Greenville County, South Carolina

Above land conveyed to Sherman M. Rochester by deed of Lillie Callie Rochester dated September 6, 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 ashell 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 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 Sherman M. Rochester 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 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, Sherman M. Rochester 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 17th day of august 1966. Modern Homes Finance Company m. M. De Loach Vice President Witness Lona C. Dougharty Faynell Schomberg

SATISFIED AND CANCELLED OF RECORD 10 DAY OF April Ollie tamsworth R. M. C. FOR GREENVILLE COUNTY, S. C. AT. 11:55 O'CLOCK A M. NO. 26410