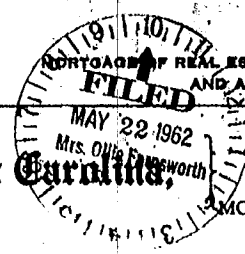


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MORTGAGE OF REAL ESTATE TO SECURE NOTE-WITH INSURANCE TAX AND ATTORNEY'S FEES CLAUSES

The State of South Carolina

Katherine Cooks and Willie Maxwell Slater TO

MODERN HOMES CONSTRUCTION COMPANY

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS We the said Katherine Cooks and Willie Maxwell Slater in and by our certain promissory note bearing date the 11th day of April A.D., 19 62, stand firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of (\$4965.84)

Four Thousand Nine Hundred Sixty-five & 84/100 Dollars, payable in 108 successive monthly installments, each of \$45.98, except the final installment, which shall be the balance then due, the first payment commencing on the 15th day of May 19 62, and on the 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 We the said Katherine Cooks and Willie Maxwell Slater 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 us the said Katherine Cooks and Willie Maxwell Slater 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 piece, parcel or lot of land, with improvements thereon, situate, lying and being in the Piedmont Manufacturing Company Village in or near the town of Piedmont, Greenville County, State of South Carolina, being more particularly described as the North corner of Lot No. 167, section 4, as shown on a plat entitled Property of Piedmont Mfg. Co., Greenville County, made by Dalton & Neves, February, 1950, Section 3 and 4 of said plat are recorded in the R.M.C. Office for Greenville County in Plat Book Y at page 2-5 inclusive and pages 6-9 inclusive respectively. Being on the dirt road which runs from East Main Street to Gin Road.

BEGINNING at an iron stake on the Northeast corner of said lot wherein the lot fronts on said dirt street and running thence along said road Southwesterly 60 feet to an iron stake; thence a new line running in a Northwesterly direction 60 feet to an iron stake; thence running in a new line parallel with the said dirt street 60 feet to an iron stake on the Northwest corner of said lot; thence running S 86-15 E 60 feet to the beginning corner. Being the Northern portion of said lot 167, Section 4, as conveyed to John H. Wilson by deed of Charles McGee and Lucille J. McGee, dated the 8th day of May, 1933 and recorded in the office of the Register of Mesne Conveyances for Greenville County in Deed Book 478 at page 97. Above land conveyed to Katherine Cooks and Willie Maxwell Slater by deed of John H. Wilson, dated February 19, 1962 and recorded in Deed Book 698, page 429, R.M.C. Office for Greenville County.

Mortgagors hereby warrant that this is the first and only encumbrance on this property and avers that Modern Homes Construction Company built a shell type house on the land**

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 we do hereby bind ourselves and our 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 us and our 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 Katherine Cooks and Willie Maxwell Slater, their 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 we or our 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 their 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 We the said, Katherine Cooks and Willie Maxwell Slater 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 **conveyed herein and that mortgagors have right to convey said property in fee simple.

This Mortgage Assigned to She-Trust Nat'l Bk. of Atlanta, Ga. on 27 day of Feb. 1964. Assignment recorded in Vol. 948 of R. E. Mortgages on Page 211

This Mortgage Assigned to Modern Homes Insurance Co. on 13 day of Jan. 1964. Assignment recorded in Vol. 948 of R. E. Mortgages on Page 211