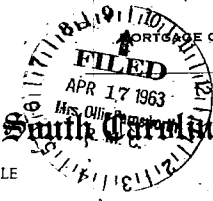


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MORTGAGE OF REAL ESTATE TO SECURE NOTE WITH INSURANCE TAX AND ATTORNEY'S FEES CLAUSES 291

The State of South Carolina

COUNTY OF GREENVILLE

R. H. Holiday and wife, Myrtes Holiday TO MODERN HOMES CONSTRUCTION COMPANY

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS We the said R. H. Holiday and wife, Myrtes Holiday in and by My (our) certain promissory note bearing date the 6th day of December A.D. 19 62 stand firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of (\$6909.34) Six Thousand, Nine Hundred, Nine and 84/100 - - - Dollars, payable in 108 successive monthly installments, each of \$63.98, except the final installment, which shall be the balance then due, the first payment commencing on the 15th day of December 1962, 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 R. H. Holiday and wife, Myrtes Holiday 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 My us the said R. H. Holiday and wife, Myrtes Holiday 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 part, parcel or lots of land, with improvements thereon, situate, lying and being in Greenville County, State of South Carolina, known and designated as Lots 11 and 12 as shown on a map of Conestee made by Madison H. Woodward, Engineer, and having the following metes and bounds:

BEGINNING at an iron stake on the Northwest side of West 6th Street, at a point 324 feet Southwesterly from the center of 6th Avenue wherein West 6th Street intersects therewith, said stake being on the joint front corners of Lots 11 and 10; thence with the common line of Lots 11 and 10, North 47-46 West 200.5 feet to an iron stake on the rear line of Lots 83; thence with the rear line of Lots 11 and 12, South 42-18 West 120 feet to an iron stake in the line of Lots 82 at joint corner of Lots 12 and 15; thence with the line of Lots 15, 14, 13 and 12 South 47-46 East 200.7 feet to an iron stake at the joint corner of Lots 13 and 12 and running North 42-14 East 120 feet along the Northwest side of West 6th Street to the beginning corner.

Above land conveyed to R. H. Holiday and wife, Myrtes Holiday by deed of Henry P. Willimon dated the 21st day of March, 1962 and recorded in the R. M. C. Office for Greenville County in Deed Book 695 at page 232.

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 conveyed herein and that mortgagors have 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 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 R. H. Holiday and wife, Myrtes Holiday, their Heirs, Executors or Administrators, shall and will insure the house and buildings on said lot, and keep the same insured from loss of 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, R. H. Holiday and wife, Myrtes Holiday 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

This Mortgage Assigned to Modern Home Finance Co. on 4 day of May 1964. Assignment recorded in Vol. 962 of R. E. Mortgages on Page 422

Satisfied and paid in full this 9th day of October 1968.
Modern Home Finance Company
M. M. DeLoache Vice President
Witness Emily M. Sid
Faynell Schomberg

SALES AND CANCELLED OF RECORD
18 DAY OF Oct. 1968
Allie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 4:42 O'CLOCK P. M. NO. 9551