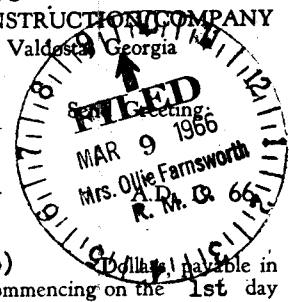


MORTGAGE OF REAL ESTATE TO SECURE NOTE-WITH INSURANCE, TAX AND ATTORNEY'S FEES CLAUSES

The State of South Carolina,

COUNTY OF Greenville

Charles F. Burns and wife, Deskoe T. Burns TO MODERN HOMES CONSTRUCTION COMPANY P. O. Box 1331, Valdosta, Georgia



TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS We, the said Charles F. Burns and wife, Deskoe T. Burns in and by (our) certain promissory note bearing date the 28th day of February am/are indebted to the said Modern Homes Construction Company, or order, in the sum of Thirteen Thousand Eight Hundred Seventy-two and 96/100---(\$13,872.96) successive monthly installments, each of \$ 96.34, with the first payment commencing on the 1st day of June, 19 66, 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 We the said Charles F. Burns and wife, Deskoe T. Burns 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 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 successors and assigns, certain real estate in Greenville County, South Carolina, as follows:

All that lot of land in Greenville County, South Carolina known and designated as Lot #7 of the Estate of J. W. W. and Hattie S. Whitmire as shown by a plat thereof made by Dean C. Edens, April 19, 1958 and recorded in the Greenville County R. M. C. Office in Plat Book "KK", at page 157, and having, according to said plat, the following metes and bounds:

Beginning at an iron pin on the eastern side of Whitmire Drive at the joint corner of Lots #8 and #7 and running thence with the eastern side of Whitmire Drive, S. 20 W. 192.5 feet to a pin at the corner of Lot #6; thence with the line of lot #6, S. 86-40 E., 406.2 feet to a pin in the line of Duke Power Company property; thence with the Duke Power line, N. 38-30 E., 227.0 feet to a pin at the corner of Lot #8; thence with the line of Lot #8, N. 86-45 W., 483.0 feet to the beginning point.

This is the same property conveyed to Charles F. Burns and Deskoe T. Burns by Deed from William R. Whitmire, dated January 11, 1961, recorded in Book 666, Page 199, 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 dwelling 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 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, 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 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 Charles F. Burns and wife, Deskoe T. Burns, 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, with extended coverage in the amount of \$ 8,000.00 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 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 Mortgage.

AND IT IS FURTHER AGREED AND COVENANTED, by and between the said parties, that until the debt hereby secured be paid, the said Mortgagors & 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 successors 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 We the said Charles F. Burns and wife, Deskoe T. Burns 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

This Mortgage Assigned to First Natl. Bank of Atlanta, as Tr. on 4 day of April 19 66. Assignment recorded in Vol. 1024 of R. E. Mortgages on Page 524

SATISFIED AND CANCELLED OF RECORD 24th DAY OF April 10 86 R. M. C. FOR GREENVILLE COUNTY, S. C. AT 10 24 O'CLOCK A. M. NO. 34860

FOR SATISFACTION TO THIS MORTGAGE SEE

SATISFACTION BOOK 94 PAGE 773