monthly installments, each of \$ 62.98 ment commencing on the Bust day of April 1963, 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.

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/ux the said sum of THREE DOLLARS to me/ux the said J. W. Clark 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, bargaine sell and release unto in hand well and truly paid by the said

Modern Homes Construction Company its successors and assigns real eestate in Greenville County, South Carolina as follows:

All that part, parcel or lot of land, with improvements thereon, situate, lying and being in Chick Springs Township, County of Greenville, State of South Carolina. Being on the East side of an unnamed county dirt road .3 miles North of wherein the said unnamed county dirt road intersects with the North side of Reid School Road 2.2 miles West of wherein the said Reid School Road intersects with the West side of Highway #29 at a point 6 miles North of Greenville, South Carolina.

BEGINNING at an iron stake on the Fast side of said unnamed county dirt road, said stake being 1,584 feet North of the Common land line of J. W. Clark and Ralph M. Jones and running thence in an easterly direction 375 feet to an iron stake; thence running in a northerly direction parallel with said dirt road 125 feet to an iron stake; thence running in a westerly direction 375 feet to an iron stake on the East side of said unnamed dirt road; thence running along the East side of said dirt road in a southerly direction 125 feet to the point of the beginning.

Being a portion of a  $32\frac{1}{2}$  acre tract of land conveyed to J. W. Clark by deed of T. G. Jones dated the 21st day of February, 1957 and recorded in the R. M. C. Office for Greenville, County in Deed Book 587 at page 302.

Mortgagor hereby warrants 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 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 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 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 J. W. Clark,
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 I 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 hereby mortgaged, when his 'Heirs, Executors, Administrators or Assigns, shall and will pay all taxes on the property 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/Waxthe said, J. W. Clark do and shall well and truly pay, or cause to be paid, unto the Horses Construction Company the said debt or sum of money aforesaid, with the interest thereon, if any shall be the distriction to be paid by the Mortgagor